

**Peck Rock & Products  
268 East 360 South  
Lehi, Utah 84043  
801-768-4139**

38766  
**HAND DELIVERED**

**FEB 25 2009**

UTAH DIVISION OF  
SOLID & HAZARDOUS WASTE  
2009.00691

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**PERMIT RENEWAL APPLICATION**

**PECK ROCK & PRODUCTS  
CLASS VI LANDFILL  
& RECYCLING FACILITY**

**RENEWAL APPLICATION  
FOR PERMIT # 0306**

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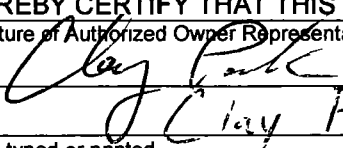
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## Utah Class IV and VI Landfill Permit Application Form

FEB 25 2009

<b>Part I General Information</b>		APPLICANT PLEASE COMPLETE ALL SECTIONS				UTAH DIVISION OF SOLID & HAZARDOUS WASTE	
Landfill Type	<input type="checkbox"/> Class IVa <input checked="" type="checkbox"/> Class VI	<input type="checkbox"/> Class IVb	Application Type	<input type="checkbox"/> New Application <input checked="" type="checkbox"/> Renewal Application	<input type="checkbox"/> Modification		
For Renewal Applications Facility Expansion Applications and Modifications Enter Current Permit Number <u>2009 00691</u>							
<b>III Facility Name and Location</b>							
Legal Name of Facility Peck Rock and Products Class VI Landfill							
Site Address (street or directions to site) West Lehi & Saratoga Sprngs Township 6 S Range 1 West						County Utah	
City Lehi		State UT		Zip Code 84043	Telephone (801)368-3937		
Township 6 S	Range 1 W	Section(s) 2 & 3	Quarter/Quarter Section Lot 1 & 2 S10X NEX SE 1/4 NE 1/4		Quarter Section		
Mam Gate Latitude degrees 40 minutes 19 seconds 30		Longitude degrees 111 minutes 56 seconds 0					
<b>IV Facility Owner(s) Information</b>							
Legal Name of Facility Owner Clay Peck, Cole Peck							
Address (mailing) 268 East 360 South							
City Lehi		State UT		Zip Code 84043	Telephone 801768-4139/368-3937		
<b>V Facility Operator(s) Information</b>							
Legal Name of Facility Operator Peck Rock & Products LLC							
Address (mailing) 1512 North 1300 East							
City Lehi		State UT		Zip Code 84043	Telephone 801-768-8111		
<b>VI Property Owner(s) Information</b>							
Legal Name of Property Owner Peck Rock & Products and Utah State Trust Lands							
Address (mailing) 268 East 360 South Lehi Utah 84043 675 East 500 South suite 500 SLC, Utah 84102							
City		State		Zip Code	Telephone		
<b>VII Contact Information</b>							
Owner Contact Clay Peck, Cole Peck				Title Owners			
Address (mailing) 268 East 360 South							
City Lehi		State UT		Zip Code 84043	Telephone 801-768-4139		
Email Address				Alternative Telephone (cell or other)		801368-3937/367-3939	
Operator Contact Peck Rock & Products LLC				Title Cole Peck			
Address (mailing) 1512 North 300 East							
City Lehi		State UT		Zip Code 84043	Telephone 801-768-8111		
Email Address				Alternative Telephone (cell or other)			
Property Owner Contact Clay Peek, Cole Peck				Title Owners			
Address (mailing) 268 East 360 South							
City Lehi		State UT		Zip Code 84043	Telephone 801-768-4139		
Email Address				Alternative Telephone (cell or other)		8013683937	

# Utah Class IV and VI Landfill Permit Application Form

<b>Part I General Information (Continued)</b>																																										
<b>VIII Waste Types</b> (check all that apply)		<b>IX Facility Area</b>																																								
<input type="checkbox"/> Landfill will accept all wastes allowed in Class IV or VI landfills Or <input type="checkbox"/> landfill will accept only the following wastes <table style="width:100%; border: none;"> <tr> <td style="width:33%;">Waste Type</td> <td style="width:33%;">Combined Disposal Unit</td> <td style="width:33%;">Monofill Unit</td> </tr> <tr> <td><input type="checkbox"/> Construction &amp; Demolition</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Tires</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Yard Waste</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Animals</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Contaminated Soil</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Other _____</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table> <p>Note Disposal of dead animals must be approved by the Executive Secretary</p>		Waste Type	Combined Disposal Unit	Monofill Unit	<input type="checkbox"/> Construction & Demolition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Tires	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yard Waste	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Animals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Contaminated Soil	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<table style="width:100%; border: none;"> <tr> <td style="width:60%;">Facility Area</td> <td style="width:20%; text-align: center;">190</td> <td style="width:20%; text-align: right;">acres</td> </tr> <tr> <td>Disposal Area</td> <td style="text-align: center;">40</td> <td style="text-align: right;">acres</td> </tr> <tr> <td>Design Capacity</td> <td colspan="2"></td> </tr> <tr> <td>Years</td> <td style="text-align: center;">20</td> <td></td> </tr> <tr> <td>Cubic Yards</td> <td style="text-align: center;">1000000</td> <td></td> </tr> <tr> <td>Tons</td> <td style="text-align: center;">1000000</td> <td></td> </tr> </table>		Facility Area	190	acres	Disposal Area	40	acres	Design Capacity			Years	20		Cubic Yards	1000000		Tons	1000000	
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<b>X Fee and Application Documents</b>																																										
Indicate Documents Attached To This Application <input type="checkbox"/> Facility Map or Maps <input type="checkbox"/> Facility Legal Description <input type="checkbox"/> Plan of Operation <input type="checkbox"/> Waste Description <input type="checkbox"/> Ground Water Report <input type="checkbox"/> Closure Design <input type="checkbox"/> Cost Estimates <input type="checkbox"/> Financial Assurance		<input type="checkbox"/> Application Fee Amount \$ Class VI Special Requirements <input type="checkbox"/> Documents required by UCA 19-6-108(9) and (10)																																								
<b>I HEREBY CERTIFY THAT THIS INFORMATION AND ALL ATTACHED PAGES ARE CORRECT AND COMPLETE</b>																																										
Signature of Authorized Owner Representative  _____ Name typed or printed Clay Peck		Title Owner Date Nov. 1, 2008 Address 268 E 360 South Lehi, UT 84043																																								
Signature of Authorized Land Owner Representative (if applicable) _____ Name typed or printed		Title Date Address																																								
Signature of Authorized Operator Representative (if applicable) _____ Name typed or printed		Title Date Address																																								

## **APPLICATION FOR RENEWAL TO OPERATE A CLASS VI LANDFILL**

### **PART I - FACILITY GENERAL INFORMATION**

#### **Ia. GENERAL INFORMATION**

##### **1 2 GENERAL DESCRIPTION OF FACILITY (R315-310-3(1)(b))**

Clay Peck and Cole Peck, with regard to State permitting and management rules 301 through 320, plan to operate a Class VI landfill and recycling facility in North Utah County, Utah

There is an existing mining operation of clay and limestone on this property. We have a State mineral lease and rock sales operation on this property and also have a Class IV b Construction and Demolition landfill. We are applying for a Commercial Class VI Construction and Demolition Landfill Permit. We also want to incorporate a recycling facility. All materials that can economically be recycled will then be made available for resale. The remaining material will be placed in the landfill.

We will start our landfill in the portion of the clay pits that have been mined out. Some of these holes have been open for over twenty years. We want our operation to assist in the reclamation of this property.

All materials placed in the landfill will be covered on a regular basis. We will operate this Class VI landfill according to the rules in R315-301-2(12)(17).

\*\*\*See attached Maps & Drawings of the Facility \*\*\*

##### **1 3 LEGAL DESCRIPTION OF PROPERTY (R315-310-3(1)(c))**

NW 1/4 of the NE 1/4 of Section 3 Township 6 South, Range 1 West and Township 6 South, Range 1 West, SLB&M, Section 2 SW1/4 SW1/4 NW1/4, W1/2 NW1/4 SW1/4

##### **1 4 PROOF OF OWNERSHIP, LEASE AGREEMENT (R315-310-3(1)(c))**

\*\*\*See attached Lease Agreements\*\*\*

- 1 5 WASTE TYPE AND ANTICIPATED DAILY VOLUME (R315-310-3(1)(d))  
The types of waste to be handled at this Class VI Landfill are defined in R315-301-2(17)  
This may include but not limited to Construction waste, dirt, asphalt, fencing,  
concrete, building demolition, metal, yard waste, inert waste, bricks, and tree stumps We  
anticipate ten trucks a day
- 1 6 INTENDED SCHEDULE OF CONSTRUCTION (R315-302-2(2)(a))  
This is an operating class VI landfill
- 1 7 DOCUMENTATION THAT THE HISTORICAL SURVEY  
REQUIREMENTS OF R315-302-1(2)(f) HAVE BEEN MET  
(R315-305-4(1)(b)(v1))  
N/A
- 1 8 NAME AND ADDRESS OF ALL PROPERTY OWNERS WITHIN 1000  
FEET OF THE FACILITY BOUNDARY (R315-310-2(1))  
N/A
- 1 9 DOCUMENTATION THAT A NOTICE OF INTENT TO APPLY FOR A  
PERMIT HAS BEEN SENT TO ALL PROPERTY OWNERS LISTED  
ABOVE (R315-310-3(2)(11))  
N/A
- 1 10 NAME OF THE LOCAL GOVERNMENT WITH JURISDICTION OVER  
THE FACILITY SITE (R315-310-3(2)(111))  
Utah County

#### Ib. LOCATION STANDARDS

- 1 11 FLOODPLAINS AS SPECIFIED IN R315-302-1(2)(c)(11)  
(R315-305-4(1)(b)(1))  
This location is not within a flood plain area
- 1 12 WETLANDS AS SPECIFIED IN R315-302-1(2)(d) (R315-305-4(1)(b)(11))  
The Utah Lake elevation is 4483' above sea level, Wetlands are near this elevation The  
Landfill elevation, at the deepest point, is near 4770' above sea level The distance  
between the two locations is approx 287' in elevation and the Utah Lake is about 2 miles

- 1 13 THE LANDFILL IS LOCATED SO THAT THE LOWEST LEVEL OF WASTE IS AT LEAST TEN FEET ABOVE THE HISTORICAL HIGH LEVEL OF GROUND WATER (R315-305-4(1)(b)(iii))

\*\*\*See attached Maps & Drawings of the Facility \*\*\*

- 1 14 GEOLOGY AS SPECIFIED IN R315-302-1(2)(b)(i) AND (iv) (R315-305-4(1)(b)(iv))

\*\*\*See attached Maps & Drawings of the Facility \*\*\*

- 1 15 MAPS SHOWING THE EXISTING LAND USE , TOPOGRAPHY, RESIDENCES, PARKS, MONUMENTS, RECREATION AREAS OR WILDERNESS AREAS WITHIN 1000 FEET OF THE SITE BOUNDARY

- 1 16 CERTIFICATIONS THAT NO ECOLOGICALLY OR SCIENTIFICALLY SIGNIFICANT AREAS OR ENDANGERED SPECIES ARE PRESENT IN THE SITE AREA

- 1 17 MAPS SHOWING THE LOCATION OF DWELLINGS, RESIDENTIAL AREAS, OTHER STRUCTURES, AND HISTORIC STRUCTURES

- 1 18 LIST OF AIRPORTS WITHIN FIVE MILES OF FACILITY AND DISTANCE TO EACH

There is no airport within five miles

**Ic. PLAN OF OPERATIONS (R315-310-3(1)(e))**

- 1 19 DESCRIPTION OF ON-SITE WASTE HANDLING PROCEDURES AND EXAMPLE OF FORM USED (R315-302-2(2)(b)) and (R315-310-3(1)(f))

All material will be handled by Peck Rock & Products employees All personnel will be trained as to which areas of the pit are to receive specific types of material All material that cannot be recycled will be placed in the landfill and covered as needed The waste will be completely covered with six inches of soil at least at least every 30 days or more often if necessary to reduce the possibility of fires and to minimize wind blown litter Employees will keep records of volume and types of waste delivered to landfill as well as inspect each load to insure that no improper waste will be dumped at this facility There will be a garbage dumpster on site that any non-approved waste discovered will be placed in and hauled to an approved facility



**PECK ROCK & PRODUCTS**  
**268 EAST 360 SOUTH**  
**LEHI, UTAH 84043**  
**801-768-4139**

Date & Time	Truck #	Job Name	Type of Waste	Gross wt.	Light wt.	Net wt.	Driver Sign.

**1 20 SCHEDULE FOR INFECTIONS AND MONITORING (R315-302-2(2)(c)),  
R315-302-2(5)(a), and R315-310-3(1)(g))**

Inspection of landfill will be conducted on a regular basis by the operator to insure that all personnel understand and follow all operation requirements in R315-302-2(5), a minimum of once a quarter, but more frequently when necessary

**INSPECTION AND MONITORING SCHEDULE**

Inspection/Monitoring Activity	Frequency
Access Road and Gate	Weekly
Facility Inspection	Quarterly
Landfill equipment maintenance	Per manufacturers recommendations
Closure Final Cover Inspection	During closure activities
Post Closure Inspection/Maintenance	Semi-Annual
Post Closure Monitoring	Semi-Annual

Any deficiencies that are discovered during the inspection or monitoring of the site will be remedied immediately, according to the need or regulations required by DEQ

It is determined that monitoring wells are not required for this facility

**1 21 CONTINGENCY PLANS IN THE EVENT OF FIRE OR EXPLOSION  
(R315-302-2(2)(d))**

The site is large enough and free of vegetation to allow for containment of fire in the event that it occurred. Earth moving equipment would be used to suppress fires when possible. Lehi and Saratoga fire departments would be called if fire was uncontrollable. Estimated response time is 15 minutes. See enclosed letter from the Lehi Fire Department.

**1 22 PLAN TO CONTROL FUGITIVE DUST AND COVERING OF WASTE  
(R315-302-2(2)(g))**

Recycled asphalt or gravel will be put down on the access road to prevent dust. A water truck will be used to wet the ground in the landfill area to prevent dust problems. Waste piles will be pushed off with a bulldozer or loader. Waste material from screening operation (i.e. fines) will be used to cover demolition & construction debris.

**1 23 PLAN FOR LITTER CONTROL AND COLLECTION (R315-302-2(2)(h))**

A weekly inspection, or on a more frequent basis if necessary, of the access road and landfill site will be performed. All windblown litter from our operation, if any, will be gathered up and disposed of in the landfill. Waste will be covered at least monthly to prevent it from being blown by the wind.

**1 24 PROCEDURES FOR EXCLUDING THE RECEIPT OF HAZARDOUS OR PCB CONTAINING WASTE (R315-302-2(2)(j))**

Hazardous materials or material containing PCB's are not allowed within this facility. This is controlled by the limited access, which this facility is operated under. All personnel will be trained to recognize hazardous material and dispose of it properly. All loads that Peck Rock & Product Employees collect and haul will be inspected at time of loading and unloading of material to prevent any hazardous waste. Also, all loads of waste delivered to the landfill by others will be visually inspected as they are unloaded and will be subject to a complete inspection as part of the random inspection program. A thorough inspection of one truck will be performed daily, this will be a random inspection. A record of these inspections will be kept according to UAC R315-303-4(7).

Inspection Sheet

Date & Time	Company	Truck #	Material	Comments /Signature

**1 25 PROCEDURES FOR CONTROLLING DISEASE VECTORS  
(R315-302-2(2)(k))**

The facility will be kept clean and free of scattered debris. Waste put into the landfill will be covered regularly at least monthly. The most effective approach for the control of vectors at a C&D landfill is the fact that this type of waste does not provide a food source for vectors and therefore, very few animals that could carry diseases are attracted to these landfills.

**1 26 PLAN FOR ALTERNATIVE WASTE HANDLING (R315-302-2(2)(l))**

Material that is not acceptable to enter this landfill will be disposed of at an appropriate facility. There is no monitoring equipment at this facility. The landfill area is large enough, that we would have time to rent equipment if there was a breakdown, but if it was needed the landfill would be temporarily closed until the problem was remedied.

**1 27 GENERAL TRAINING AND SAFETY PLAN FOR SITE OPERATIONS (R315-302-2(2)(o))**

All personnel will be trained in CPR and First Aid by a Red Cross certified instructor. This certification is good for 2 years. We also will require the training that is offered by the Utah Chapter of the Solid Waste of North America, to recognize unacceptable waste. This training will be completed by all employees and certified as necessary. Peck Rock & Products will also have safety meetings for all employees.

**1 28 ANY RECYCLING PROGRAMS PLANNED AT THE FACILITY (R315-303-4(6))**

We also want to incorporate a recycling facility. All materials that can economically be recycled will then be made available for resale. The remaining material will be placed in the landfill.

**1 29 ANY OTHER SITE SPECIFIC INFORMATION PERTAINING TO THE OPERATION REQUIRED BY THE EXECUTIVE SECRETARY (R315-302-2(2)(p))**

Plans, specifications, and other information that the executive secretary considers relevant to determine whether the proposed nonhazardous or hazardous waste operation plan will comply with this part and the rules of the board.

**PART II - FACILITY TECHNICAL INFORMATION**

**IIa. MAPS**

**2 1 TOPOGRAPHIC MAP**

\*\*\*See attached Maps\*\*\*

**2 2 MOST RECENT U S GEOLOGICAL SURVEY TOPOGRAPHIC MAP**

\*\*\*See attached Maps\*\*\*

**IIb. ENGINEERING REPORT, PLANS, SPECIFICATIONS, AND CALCULATIONS**

**2 3 UNIT DESIGN TO INCLUDE COVER DESIGN, FILL METHODS, AND ELEVATION OF FINAL COVER (R315-310-3(1)(b) and R315-310-4(2)(c)(iii))**

This facility is located on a full section of land 640 acres. The landfill cell is approximately 10 acres.

All material that can be recycled will be put in the stockpile area. Non-recyclable material will be disposed of in the landfill. This area is pushed off and covered with dirt on an as needed basis.

The landfill will be brought up to finished elevation, crowning in the center to prevent pooling of water. Then capped with 2' of soil which includes six inches of top soil. Vegetation will be planted to cover the entire cell.

**2 4 DESIGN AND LOCATION OF RUN-ON AND RUN-OFF CONTROL SYSTEMS (R315-310-4(2)(c)(ii))**

There will be a dirt berm surrounding the landfill to prevent run-on and run-off of water from a 25 year storm. In addition the entrance road into the landfill face will have a crown to prevent water from entering into the landfill area. Our landfill site is a large hole which would not allow Run Off to escape. The water will be contained because of the natural clay liner and allowed to evaporate.

**2 5 ANTICIPATED FACILITY LIFE AND THE BASIS FOR CALCULATING THE FACILITY'S LIFE (R315-310-4(2)(c)(ii))**

Twenty years based on average volume and considering construction decline.

**2 6 ENGINEERING REPORTS REQUIRED TO MEET THE LOCATION STANDARDS OF R315-305-4 INCLUDING DOCUMENTATIONS OF ANY DEMONSTRATION OR EXEMPTION MADE FOR ANY LOCATION STANDARD (R315-310-4(2)(c)(i))**

N/A

**2 7 IDENTIFICATION OF BORROW SOURCES FOR FINAL COVER (R315-310-4(2)(c)(iv))**

This will include covering landfill with 18" of soil and 6" of topsoil. Leveling and seeding area with a seed mix similar to native grasses. The cover material will be produced on-site from screening and recycling operations. There is also areas to get borrow material within facility. As this is a Class VI landfill, liners and monitoring equipment are not required for final closure.

**2 8 RUN-OFF COLLECTION, TREATMENT, AND DISPOSAL AND DOCUMENTATION TO SHOW THAT ANY TREATMENT SYSTEM IS BEING OR HAS BEEN REVIEWED BY THE DIVISION OF WATER QUALITY (R315-310-4(2)(c)(v) and R315-310-3(1)(i))**

There will be a dirt berm surrounding the landfill to prevent run-on and run-off of water from a 25 year storm. In addition the entrance road into the landfill face will have a crown to prevent water from entering into the landfill area. Our landfill site is a large hole which would not allow Run Off to escape. The water will be contained because of the natural clay liner and allowed to evaporate.

**IIc. CLOSURE REQUIREMENTS**

**2 9 CLOSURE PLAN (R315-310-3(1)(h))**

We will follow the Closure and post Closure requirements in section 315-302-3

**2 10 CLOSURE SCHEDULE (R315-310-4(2)(d)(i))**

This facility will be able to operate for about 10 years. The first landfill cell will hold over 600,000 cyds of material. Future growth and the economy will ultimately determine the life of the landfill.

**2 11 DESIGN OF FINAL COVER (R315-310-4(2)(c)(iii))**

At final closure landfill will be closed as per applicable requirements with the State of Utah and Utah County,

**2 12 CAPACITY OF SITE IN VOLUME AND TONNAGE (R315-310-4(2)(d)(ii))**

The initial landfill cell has a capacity of over 600,000 cubic yards of material. At an average weight of 1.5 Ton per cubic yard this would equate to 900,000 Ton of material. The landfill cell (Site B) has a capacity of 350,000 cubic yards, which is approximately 525,000 ton. However, each type of waste will weigh differently per ton.

**2 13 FINAL INSPECTION BY REGULATORY AGENCIES (R315-310-4(2)(d)(iii))**

Final closure of facility will be conducted as per regulation (R315-302-3(4)). This will include notification to Executive Secretary that closure of this facility is intended, as well as notification and appropriate documentation that closure has been completed. Notification will also be given to Utah County.

## **IId. POST –CLOSURE REQUIREMENTS**

### **2 14 POST-CLOSURE CARE PLAN (R315-310-3(1)(h))**

We will follow the Closure and Post Closure requirements in section 315-302-3

### **2 15 SITE MONITORING (R315-310-3-(1)(h))**

Site monitoring will be semi-annual Any deficiencies or problems will be corrected to DEQ Regulations such as, but not limited to fencing/gates, soil cover, vegetation

### **2 16 CHANGES TO RECORD OF TITLE, LAND USE, AND ZONING RESTRICTIONS (R315-310-4(2)(e)(ii))**

Upon closure, "Plats and a statement of Fact" concerning this facility will be recorded as a part of the record of title with the Utah County Recorder At the time of closure a determination will be made if changes to the title, land use and zoning are required If such action is deemed necessary, steps will be taken to assure proper compliance with appropriate regulations

### **2 17 MAINTENANCE ACTIVITIES TO MAINTAIN, COVER AND RUN-ON/RUN-OFF CONTROL SYSTEMS (R315-310-4(2)(e)(iii))**

As this facility is operated as a Class VI landfill only construction debris will be allowed into facility This will minimize any danger arising from Run-on / Run-off from this facility The area will be seeded to minimize the effects of erosion from within the facility

### **2 18 LIST THE NAME, ADDRESS AND TELEPHONE NUMBER OF THE PERSON OR OFFICE TO CONTACT ABOUT THE FACILITY DURING THE POST-CLOSURE CARE PERIOD (R315-310-4(2)(e)(vi))**

Any questions or concern during the post-closure care period should be directed to

Peck Rock & Products  
268 East 360 South  
Lehi, Utah 84043  
Telephone # 801-768-4139  
Att Clay Peck

## IIe. FINANCIAL ASSURANCE (R315-310-3(1)(j))

### 2 19 IDENTIFICATION OF CLOSURE COSTS INCLUDING COST CALCULATIONS (R315-310-4(2)(d)(iv))

Closure costs for this facility have been determined to be \$19,914 68 This includes management of project, cost of cover material, spreading topsoil and seeding the landfill area We have a Bank Letter of Credit posted with DEQ for our existing Class IVb Landfill

#### COST ESTIMATE FOR CLOSURE CONSTRUCTION

ITEM	UNIT	\$/UNIT	#UNITS	COST	TOTAL
Survey		1000 00	1	\$1300 00	\$1300 00
Contract Admin		10%		\$975 00	\$975 00
Project Management				\$650 00	\$650 00
Place Cover Material	cyd	\$2 00	6,500	\$13,000 00	\$13,000 00
Re-vegetation	Acre	\$200 00	10	\$2,000 00	\$2,000 00
1% Perf Bond		1%		\$179 25	\$179 25
10% Contingency fee		10%		\$1,810 43	\$1,810 43
<b>TOTAL</b>					<b>\$19,914.68</b>

### 2 20 IDENTIFICATION OF POST-CLOSURE CARE COSTS INCLUDING COST CALCULATIONS (R315-310-4(e)(iv))

Post-closure care for this facility will include a semiannual inspection of the facility for the duration of the post-closure period The inspection will identify any areas of deficiency, which may need correction, this may include significant areas of settlement, fence/gate repair, run-on/run-off control

#### POST CLOSURE CARE / PECK ROCK & PRODUCTS

ITEM	UNIT	\$/UNIT	#UNITS	COST
Semiannual Inspection	Year	\$200 00	30	\$7800 00
Place topsoil	cyd	\$10 00	100	\$1300 00
<b>TOTAL</b>				<b>\$9100.00</b>

THE POST-CLOSURE CARE COST WILL BE INCLUDED IN THE SURETY BONDING FOR CLOSURE COSTS



**2 21 IDENTIFICATION OF THE FINANCIAL ASSURANCE MECHANISM  
THAT MEETS THE REQUIREMENTS OF THE RULE R315-309 AND  
THE DATE THAT THE MECHANISM WILL BECOME EFFECTIVE  
(R315-309-1(1))**

Peck Rock & Products will post a Solid Waste Permitting and Management Bond or Bank Letter of Credit as approved by the Division of Solid and Hazardous Waste. The financial assurance will be posted upon acceptance of this Class VI Landfill permit application. At this time we have a bank letter of credit for our existing Class IV b landfill, which should meet the requirements for the Class VI Landfill as well. We also have a reclamation bond for \$190,000.00 posted with Utah Division of Oil Gas and Mining for the remainder of the mining operation.



Jon M. Huntsman Jr.  
Governor

Kevin S. Carter  
Director

# State of Utah

*School and Institutional*  
TRUST LANDS ADMINISTRATION

675 East 500 South Suite 500  
Salt Lake City Utah 84102-2818  
801-538-5100  
801 355-0922 (Fax)  
<http://www.trustlands.com>

June 9, 2005

Peck Rock and Products  
1512 North 1300 East  
Lehi, Utah 84043

RE Special Use Lease Agreement No 1204

Dear Cole

I am writing in reference to the amendment to SULA No 1204 which was executed May 1<sup>st</sup> of last year. In addition to the terms being extended thru 2017, the rentals and royalty amounts were adjusted. As a reminder, those new rentals and royalty adjustments became effective May 1, 2005 as provided in paragraph number 6, Rental and Royalty Adjustment, of the amended lease. The following represents all amendments to the lease that were executed May 1, 2004.

NOW THEREFORE, LESSOR and LESSEE hereby agree to amend the Lease, effective May 1, 2004, as follows:

- 1 The expiration date of the Lease is extended nine (9) additional years, until April 30, 2017.
- 2 Paragraph 1 of the Lease is substituted in its entirety by the following:  

Purpose of the Lease The leased premises shall be used by the LESSEE for the purpose of establishing, operating and maintaining a Class VI commercial landfill facility consistent with Utah Department of Environmental Quality permitting criteria. LESSEE will coordinate its activities with all other permittees and lessees, as listed in Exhibit "A", so that its activities do not adversely impact existing uses of the leased premises.
- 3 Paragraph 2 of the Lease is substituted in its entirety by the following:  

2 Rental and Royalty LESSEE shall pay the following amounts to LESSOR

*Utah!*

WHEN RECORDED RETURN TO  
Peck Rock & Products, LLC  
1512 North 1300 East  
Lehi, UT 84043

ENT 101115, 2000 Pg 1 of 1  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2000 Dec 21 3:40 pm FEE 10.00 BY 98  
RECORDED FOR PECK, CLAY

### QUIT CLAIM DEED

PACIFIC COAST BUILDING PRODUCTS, dba Interstate Brick Company, Grantor, hereby quit claims to PECK ROCK & PRODUCTS, LLC of 1512 North 1300 East, Lehi, UT 84043, Grantee, for the sum of \$10 00 and other good and valuable consideration, the following described lands in Utah County, Utah

Township 6 South, Range 1 West, SLB&M

Section 2 SW  $\frac{1}{4}$ SW  $\frac{1}{4}$ NW  $\frac{1}{4}$ , W  $\frac{1}{2}$ NW  $\frac{1}{4}$  SW  $\frac{1}{4}$

(containing 30 acres, more or less, Tax Parcel ID #59-002-0005)

Subject to easements, restrictions and mineral reservations of record

Peck Rock & Products, LLC, or their successors and assigns, assume all reclamation liability and accept the property in its "as is" condition. The rights of Peck Rock & Products, LLC shall be subordinate to the rights of Grantor under existing and future mineral leases held by Grantor

Granted this 7<sup>th</sup> day of December, 2000

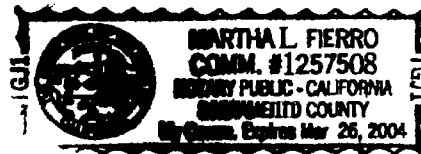
ATTEST:

Pacific Coast Building Products,  
dba Interstate Brick Company

James P Thompson  
James P Thompson, Secretary

David J Lucchetti  
David J Lucchetti, President

STATE OF CALIFORNIA )  
SS  
COUNTY OF SACRAMENTO )



David J Lucchetti, President of Pacific Coast Building Products Inc, dba Interstate Brick Company, attested by James B Thompson, Secretary, acknowledged to me that said corporation executed the foregoing Quit Claim Deed this 7<sup>th</sup> day of December, 2000

My Commission Expires

March 26, 2004

Martha L Fierro  
NOTARY PUBLIC

Residing at 10030 Crystal Creek Dr



# State of Utah

School and Institutional  
TRUST LANDS ADMINISTRATION

Glenn S. Walker  
Governor

Kevin S. Carter  
Director

675 East 800 South, Suite 600  
Salt Lake City, Utah 84102-2816  
801-538-8100  
801-535-0822 (Fax)  
<http://www.trustlands.com>

January 14, 2004

Mr. Dconis R. Downs  
Division Director  
Utah Solid & Hazardous Waste  
P.O. Box 144880  
Salt Lake City, Utah 84114-4880

RE Special Use Lease Agreement No 1204  
Township 6 South, Range 1 West S1R&M  
Section 3 Lot 1 & 2, SW4NE4, SE4NE4 (withm)  
Containing 160.00 acres more or less

Dear Mr Downs:

Trust Lands Administration is aware that Peck Rock & Products, LLC (Peck) have submitted an application to the Department of Environmental Quality for a Class VI Landfill Permit. This would allow for commercial and demolition waste to be interned at a site currently under lease from Trust Lands Administration, as described above.

Pursuant to a request from Mr. Clay Pack, Trust Lands Administration provides the following information about the above referenced Special Use Lease Agreement

Special Use Lease Agreement No 1204 (Lease) was issued to Peck Rock & Products, LLC (Lessee) for a term of eight years, beginning May 1, 2000. The leased premises contain 160.00 acres m/l. The Lease was issued for the purpose of establishing, operating and maintaining an industrial landfill site. The Lease provides that the Lessee shall not conduct commercial activities, including the recycling of materials, on the leased premises, and only construction materials resulting from Lessee's construction and demolition business activities shall be interned on the leased premises.

When this Class VI Landfill Permit is approved by the Department of Environmental Quality, Trust Lands Administration will proceed to amend our existing Lease to allow for a Class VI Landfill Permit, for commercial and demolition waste on the leased premises. The terms of the Lease will also be amended at that time.

**Utah!**  
Where ideas become reality

Mr Dennis R Downs  
January 14, 2004  
Page 2

Trust Lands Administration believes that this Class VI landfill permit is in the best interest of our agency and is in harmony with the future uses of our property in this area. We also believe that this accelerated use of the site will help resolve significant safety hazards and public interest issues in this sensitive area.

If you have any questions, or if I can provide any additional information please contact me at (801) 538-5100.

Sincerely,



Kurt M Higgins  
Realty Specialist

cc. Kun Christy  
Tom Faddres  
Clay Peek

## **SPECIAL USE LEASE AGREEMENT NO. 1204**

**Fund: School**

The STATE OF UTAH, acting by and through the SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION, LESSOR, hereby leases to Peck Rock & Products, Co., LLC, a Utah limited liability company, 268 East 360 South, Lehi, Utah 84043, LESSEE, the following described tract of trust land (the "leased premises") in Utah County, Utah, to-wit:

Township 6 South, Range 1 West, SLB&M,  
Section 3 Lots 1 and 2, SW4NE4, SE4NE4

containmg 160 acres more or less

TO HAVE AND TO HOLD for a term of eight (8) years, begummg May 1, 2000, and expiring April 30, 2008, subject to any and all existing valid nghts m said land and subject also to the following terms and conditions LESSOR and LESSEE enter into this Special Use Lease Agreement (the "Lease") for the purpose that LESSEE develop the land m the manner hereinafter descnbed and consistent with the pnncples and objectives of land development expressed and unphcit in the Enabling Act of Utah (Act of July 16, 1894, Ch 138, 28 Stat 107) and Article X of the Constitution of the State of Utah The LESSEE takes this Lease subject to the continued regulation of the School and Institution Trust Lands Admuustration pursuant to the rules of the Trust Lands Administration as they may be adopted hereafter

1 Purpose of Lease. The leased premises shall be used by LESSEE for the purpose of establishing, operating and mantaming an industnal landfill Lessee shall not conduct commercial activities, including the recycling of materials on the leased premises, only construction materials resulting from LESSEE'S construcuon and demolition business activities shall be interned on the leased premises LESSEE acknowledges that other uses are presently permitted by LESSOR on the leased preimses LESSEE will coordinate its activities with ail other permittees and lessees, as hsted on Exhibit "A," so that its activities do not adversely impact existing uses of the leased premises

2 Rental and Royalty LESSEE shall pay the following amounts to LESSOR

a. LESSEE shall pay annually in advance to the LESSOR, as rental for the subject tract, the sum of Five Thousand Dollars (\$5,000 00) This rental amount shall apply for the iirst two (2)-year period of this lease Thereafter the rental shall be adjusted pursuant to paragraph 6 below LESSOR acknowledges the receipt of Eight Thousand Four Hundred Fifty Dollars (\$8,450 00) which is payment of rental for the year May 1, 2000 through April 30, 2001, and which includes a Two Hundred Fifty Dollar (\$250 00) application fee and a Seven Hundred Dollar (\$700 00) lease processing charge and Two Thousand Five Hundred dollars for the quarterly advance royalty payment for the period Jime 1, 2000 through August 31, 2000 In the event LESSEE fails to pay the rental for a penod of one (1) month from the date such rent is due, and upon expiration of a wntten notice from LESSOR to LESSEE requing perfonnance within thuty (30) days, LESSOR shall deem LESSOR to be m default and the LESSOR may forfeit the

LESSEE's interest in the Lease and all improvements or take other legal remedies available at law

b LESSEE shall also pay to LESSOR, a royalty in the amount of Two Dollars and Twelve Cents (\$2 12) per ton of material mined on the leased premises. LESSEE shall make an advance annual minimum royalty payment to LESSOR for the use of the leased premises in the amount of Ten Thousand Dollars (\$10,000 00). The advance minimum royalty shall be paid in quarterly installment payments of Two Thousand Five Hundred Dollars (\$2,500 00) on or before the first day of March, June, September and December during the term of this Lease. Advance minimum royalty payments shall be credited against actual production royalties for the lease year in which they accrue and may not be earned forward from year to year. Each truck load of material transported to the leased premises will be weighed on certified scales and a ticket issued for each load. The tickets will be made available to LESSOR upon its request. LESSEE's failure to timely submit advance minimum royalty payments shall constitute a default under this Lease, provided, however, that LESSEE may remedy such default by paying LESSOR One Hundred Ten Percent (110%) of the amount of the delinquent advance minimum royalty payment within thirty (30) days after written notice of such default is given by LESSOR.

3 Operations LESSEE shall submit to LESSOR a detailed plan of operations and obtain approval before commencing its activities. The plan of operations shall provide

a. mined materials will be placed in lifts not to exceed ten (10) feet in thickness and each of the lifts of construction material will be covered with a lift of rock or borrow material in compacted lifts of not less than six (6) feet in thickness,

b. mined materials will be covered weekly, the leased premises will be inspected daily and no waste or litter will remain outside the mined area,

c. each truckload of materials shall be accompanied by a copy of the State of Utah Department of Health certificate of inspection and copies shall be made available to LESSOR upon written request, and

d. no materials including common varieties of sand and gravel, topsoil, clay, rock, subsoil, earthen fill or engineered fill present at the leased premises may be utilized by LESSEE unless LESSEE first obtains a materials permit or minerals lease from LESSOR at a royalty rate to be determined by LESSOR.

4 Reclamation LESSEE shall submit to LESSOR a detailed plan of reclamation and obtain LESSOR approval prior to commencing its activities. The plan of reclamation will provide for the final capping of the impoundment areas and allow for positive drainage and re-establishment of surface plant cover. The plan of operations is subject to modification at any time by LESSOR.

5 Due Diligence LESSEE agrees that if, at the end of a one (1)-year period, LESSEE has not substantially completed the improvements to be made to the land, as specified in Paragraph 1 above, LESSOR shall thereafter have the right to terminate this Lease by giving written notice thereof to LESSEE. Such termination shall be effective thirty (30) days after the

giving of such notice LESSOR shall have the right, in lieu of such termination, to grant extensions in writing to such due diligence requirement, as LESSOR deems advisable in its sole discretion

**6 Rental and Royalty Adjustments** LESSEE agrees that LESSOR shall have the right to adjust the rentals and royalties provided for in Paragraph 2 at the end of the second-year period, and every two years thereafter, as LESSOR shall deem to be reasonably necessary in its best interest. The annual rental will be adjusted on the review dates utilizing an index approved by LESSOR. The first review date will be May 1, 2002. Additionally, LESSOR and LESSEE contemplate that the leased premises shall be annexed into the Town of Saratoga Springs and in that event if LESSEE becomes obligated to pay the Town of Saratoga Springs for each ton of mined materials, LESSOR shall reduce its royalty rate in a like amount, not to exceed Twenty Five Cents (\$0.25)

**7 Permitting: Compliance** LESSEE shall obtain and keep in effect a conditional use permit from Utah County to operate an industrial landfill on the leased premises and LESSEE shall obtain and keep in effect a permit from the State of Utah Department of Environmental Quality, Division of Solid and Hazardous Waste to operate an industrial landfill on the leased premises. LESSEE, in exercising the privileges granted by this Lease, shall comply with the provisions of each of these permits and all Federal, State, County, and Municipal laws, ordinances, and regulations which are applicable to the leased premises and operations covered by this Lease

**8 Survey Monuments** LESSEE shall take reasonable precautions to protect, in place, all public land survey monuments and private property corners

**9 Access** LESSEE agrees to permit LESSOR free and unrestricted access to and upon the leased premises at all reasonable times for all lawful and proper purposes not inconsistent with the intent of this Lease or with the reasonable exercise and enjoyment by the LESSEE of the rights and privileges granted herein. LESSEE will provide LESSOR with keys to any locked gates erected on the property pursuant to paragraph 26

**10 Antiquities** It is hereby understood and agreed that all treasure-trove and all articles of antiquity in or upon the leased premises are and shall remain the property of the State of Utah. LESSEE shall report any discovery of a "site" or "specimen" to LESSOR and the Division of State History in compliance with the provisions of Section 9-8-305, Utah Code Annotated (1953), as amended and take such action as may be required for the protection of said site or specimen

**11 Default** In the event of a default or breach by LESSEE and LESSEE's failure to cure such default or breach, LESSOR may at any time and with or without notice do any one or more of the following

a. Re-enter the leased premises, remove all persons and property, and repossess and enjoy such premises.



b Terminate this Lease and LESSEE's right of possession of the leased premises. Such termination shall be effective upon LESSOR's giving written notice and upon receipt of such notice LESSEE shall immediately surrender possession of the leased premises to LESSOR. Upon such termination, all improvements on the leased premises shall, at LESSOR's discretion, be forfeited and become the property of the LESSOR subject only to any previously approved waiver of interest or security interest

c Maintain this Lease in full force and effect and recover any rental, royalty, or other consideration as it becomes due without terminating LESSEE's right of possession regardless of whether LESSEE shall have abandoned the leased premises

d The LESSOR may seek damages for any and all violations or defaults with or without canceling this Lease. In the event LESSOR deems the breach or default to constitute a threat to safety, life, or property it may elect to intervene immediately, without notice, to remedy the breach or default and LESSEE hereby agrees to repay LESSOR for all costs in remedying the breach or default upon demand, together with interest thereon from the date of expenditure at the rate set forth in this Lease. Alternatively, LESSOR may require LESSEE itself to act immediately to remedy the breach or default, should LESSOR deem it a threat to safety, life, or property

e Exercise any other right or remedy which LESSOR may have at law or equity

12 Survival LESSEE agrees that all obligations of LESSEE to be performed prior to the expiration or earlier termination shall not cease upon the termination or expiration of this Lease, and shall continue as obligations until fully performed. All clauses of this Lease which require performance beyond the termination or expiration date shall survive the termination or expiration date of this Lease. However, upon expiration or earlier termination of this Lease, the rights of LESSEE and of all persons, firms, corporations, and entities claiming under LESSEE in and to the leased premises and all improvements hereon, unless specified otherwise in this Lease, shall cease

13 Lessor's Right to Cure Defaults If LESSEE fails to perform and is in default of any undertaking or promise contained herein, including those set forth in any plan of development, the LESSOR shall have the option, but is not obligated, to make such performance after giving 10 days written notice to the LESSEE. The LESSOR's costs and expense to correct LESSEE's failure to perform shall be reimbursed by LESSEE and shall be immediately due and payable, together with interest accruing from the date such cost or expense is incurred

14 Remedies Cumulative The specified remedies to which the LESSOR may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which LESSOR may lawfully be entitled in case of any breach or threatened breach by LESSEE of any provision of this Lease

15 Force Majeure The LESSEE's failure to comply with any of the obligations under this Lease shall be excused only if due to causes beyond LESSEE's control and without the fault or negligence of the LESSEE, including acts of God, acts of the public enemy, acts of any

government, fires, floods, epidemics and strikes LESSOR's obligation to pay rentals will not be suspended by any event of force majeure

16 Bond LESSEE agrees to furnish LESSOR a performance and reclamation bond in such type and amount and by such date as LESSOR may request. Further, it is expressly agreed that LESSOR may at any time, upon 30 days notice by certified mail, require LESSEE to furnish LESSOR such additional performance and reclamation bond as LESSOR may deem to be in the best interest of the State of Utah. No use of the leased premises is permitted until said performance bond is in place.

17 Improvements upon Termination or Expiration Upon the expiration or earlier termination of this Lease, LESSEE shall have the right to remove from the leased premises all personal property and fixtures. All physical improvements attached to the land shall become the property of LESSOR upon such expiration or termination, provided that by written notice given within thirty (30) days of such expiration or termination, LESSOR may require LESSEE to remove any such improvements at LESSEE's sole cost and expense, in which event LESSEE shall cause such improvements to be removed and the land restored within sixty (60) days of the giving of such notice.

18 Indemnity LESSEE agrees to protect, indemnify and save harmless the LESSOR, its agents and employees, from and against all claims, demands, damages, and causes of action of every kind or character on account of bodily injuries, death, or damage to property arising because of, for, out of, or in any way connected with the performance of this agreement, except where such injury, death, or damage has resulted from the sole negligence of the LESSOR, without negligence or willful act on the part of the LESSEE, its agents, employees, or subcontractors, it being the intent of this provision that the LESSEE indemnify the LESSOR and its agents and employees regardless of whether or not such injury, death, or damage is caused in part by the LESSOR, its agents and employees. LESSEE shall defend all suits brought upon such claims and pay all costs and expenses incidental thereto, but the LESSOR shall have the right, at its option, to participate in the defense of any such suit without relieving the LESSEE of any obligation hereunder.

19 Insurance

a. Bodily Injury, Property Damage and Other Insurance In addition to the insurance required in a. above, LESSEE, at its sole cost and expense, shall purchase and maintain during the entire term the following insurance, subject to the terms and conditions set forth in c. below:

(1) Comprehensive bodily injury and property damage liability insurance against claims for bodily injury, death, or property damage, occurring on, on, or about the leased premises (including any injury, death, or property damage arising from a hazardous activity permitted under the Lease), such insurance to afford minimum protection during the entire term of not less than One Million Dollars (\$1,000,000.00) in respect of bodily injury or death to any one person or in respect of any one accident, and of not less than One Million Dollars (\$1,000,000.00) for property damage, the foregoing dollar amounts being subject to increase by the percentage increase in the CPI not more frequently than every five (5) lease years, provided that LESSEE

shall not carry less than the amount or scope of coverage customary in the mining and construction industries from time to time, and,

(ii) During any period of building construction, including the construction of the initial improvements, and all alterations and restorations

(a) Builder's Risk Insurance written on the Completed Value Form or on the Monthly Reporting form;

(b) Workers compensation insurance covering all persons employed in connection with the work and with respect to whom death or bodily injury claims could be asserted against LESSOR, LESSEE, or the premises, and

c Conditions and Requirements of Insurance All insurance required by this Article and any additional insurance maintained by LESSEE with respect to the leased premises and improvements shall

(i) Name LESSOR as loss payee or additional insured as its interest may appear;

(u) Be effected under valid and enforceable policies issued by insurers of recognized responsibility that are licensed to do business in the State of Utah, including insurance pools or risk management arrangements which may generally provide such insurance coverage in the mining and construction industry(s) from time to time,

(in) Expressly waive any right of subrogation against LESSOR, and,

(iv) Have attached thereto

(a) An endorsement that such policy shall not be canceled without at least thirty (30) days' prior written notice to LESSOR, and,

(b) An endorsement to the effect that no act or omission of LESSEE shall invalidate the interest of LESSOR therein.

(v) Provide that the insurance coverage for the State or LESSOR is primary and not contributing, that other insurance of the State or LESSOR is excess over the insurance required by this Lease, and, the amount of the insurance company's liability or coverage limits required by this Lease shall not be reduced by the existence of other State or LESSOR insurance

d Copies of Policies to Lessor Upon the commencement date, and thereafter not less than thirty (30) days prior to the expiration dates of the policies furnished pursuant to this Article, LESSEE shall deliver to LESSOR policy copies of certificates thereof, in the case of bodily injury and property damage liability insurance, bearing notations evidencing the payment of premiums or accompanied by other evidence of such payment

e Adjustments LESSOR and each mortgagee shall have the right to participate in the adjustment of any insurance claim filed by LESSEE relating to any insurance required by this

Article to the extent necessary to protect their respective interests in the leased premises and the improvements

**20 Condemnation.**

**a. Total taking**

(i) **Termination and distribution** If at any time during the term of this Lease, the whole or the leased premises is taken by condemnation or other act of eminent domain (a "Taking" or "Taken")

(a) this Lease shall terminate and expire on the date of such Taking and LESSEE shall pay within thirty (30) days after the date of Taking all lease rentals accrued to the date of Taking,

(b) LESSEE shall comply with all of its other obligations under this Lease up to the date of Taking, and

(c) LESSEE's share of any condemnation award shall be disbursed to LESSEE

**b. Partial taking**

(i) **Continuation of Lease** If at any time during the term of this Lease title to less than the whole of the leased premises has been Taken, LESSEE shall have the right but not the obligation to continue this Lease LESSEE may, within thirty (30) days after receiving its share of the condemnation award, give notice of its election to terminate this Lease, provided that each mortgagee consents in writing to such termination

(u) **Proceedings** LESSOR, LESSEE, and any mortgagee shall have the right to participate in respect of their respective interests in any proceeding of purchase negotiations relating to any Taking In case of any Taking, LESSEE shall bear its proportionate share of all reasonable costs and fees, including reasonable counsel fees and expenses incurred in the determination and collection on any condemnation award LESSOR shall bear only such costs, expenses, and fees as it may authorize in writing

**21 Assignment and Sublease** LESSEE shall not assign this Lease, in whole or in part, nor sublease the leased premises, nor allow unauthorized or commercial use of the leased premises without obtaining the prior written consent of LESSOR

a. In granting such approval, LESSOR reserves the right to change the terms and conditions of this Lease as it may affect the sublessee/assignee The LESSOR shall be entitled to consider, among other items, the proposed sublessee's/assignee's financial condition, managerial capability, business reputation, nature of the proposed sublessee's/assignee's business, the then current fair market rental value of the premises, and such other factors as may reasonably bear upon the suitability of the sublessee/assignee or transferee as a tenant of the leased premises or the holder of this Lease

b Approval may also be conditioned on, among other items, additional payment to reimburse the LESSOR for any additional costs of management or losses of payments resulting from the assignment

c Consent of the LESSOR to an assignment or transfer shall not constitute a waiver of the LESSOR's right to approve subsequent assignments or transfers. The acceptance by LESSOR of payment or performance following an assignment or transfer shall not constitute consent to any assignment or transfer, and LESSOR's consent shall be evidenced only in writing

d An assignment does not constitute a new lease but is a continuation of the existing Lease

22 Mineral Exploration LESSOR expressly reserves the right to lease the leased premises to third parties for mineral exploration and/or development purposes together with the right to grant the mineral lessee reasonable access by ingress and egress to and from the mineral estate through the surface estate in connection with mineral exploration and/or development, but without damage to improvements made by LESSEE

23 Title LESSOR claims title in fee simple but does not warrant to LESSEE the validity of title to the leased premises. LESSEE shall have no claim for damages or refund against the LESSOR for any claimed failure or deficiency of LESSOR's title to said lands or for interference by any third party. LESSEE takes possession subject to all existing encumbrances, rights-of-way, or encroachments as may exist or be of record. Possession is subject to a reservation of rights-of-way as may be necessary to access other state land

24 Water Rights If LESSEE shall initiate or establish any water right on the leased premises, such right shall become an appurtenance of the leased premises. LESSEE agrees that any existing application to appropriate water on the leased premises shall be transferred to LESSOR after the application has been completed, without any cost to the State. It is expressly understood and agreed that this Lease does not confer any rights upon LESSEE to use any water presently developed

25 Fire LESSEE shall at all times observe reasonable precautions to prevent fire on the leased premises and shall comply with all applicable laws and regulations of any governmental agency having jurisdiction. In the event of a fire on the leased premises proximately caused by LESSEE, its servants, employees, agents, sublessees, assignees or licensees which necessitates suppression action, LESSEE agrees to reimburse LESSOR for the cost of such fire suppression action

26 Fencing In addition to the requirements of the permit obtained from State and County regulatory agencies, LESSEE shall keep the leased premises gated, fenced, locked and take other precautions as necessary to insure no unauthorized materials are interned on the leased premises. LESSEE shall fence and gate the leased premises at its own expense

27 Waste LESSEE shall neither commit nor permit any waste on the leased premises. LESSEE shall maintain said lands in good condition and at its own expense, free from any nuisance. Surface and subsurface areas will be cleaned of all trash, debris, and waste of any kind

to the satisfaction of the LESSOR. LESSEE shall maintain the leased premises to standards of repair, orderliness, neatness, sanitation, and safety as required by law and applicable regulations

**28 Pollution** LESSEE shall be bound by all of the environmental regulatory programs, including air quality, water pollution and water quality, solid and hazardous waste management and underground storage tanks, and other conditions as contained in the provisions, conditions, and rules and regulations developed under authority of Title 19, Utah Code Annotated (1953) as amended

**29 Hazardous, Toxic, or Harmful Substances**

a. LESSEE shall not make, or suffer to be made, any filling in of the lease premises or any deposit of, refuse, garbage, asbestos, dead animals, agricultural wastes, batteries, liquids of any type, tires, paint, radioactive materials, chemical, biological or other wastes, hydrocarbons, any other pollutants, or other matter within or upon the lease premises, except as approved in writing by the LESSOR and as provided specifically for elsewhere in this Lease. If the LESSEE fails to remove all non-approved fill material, refuse, garbage, wastes or any other of the above materials from the lease premises, the LESSEE agrees that the LESSOR may, but is not obligated to, remove such materials and charge the LESSEE for the cost of removal and disposal

b. LESSEE shall not keep on or about the lease premises any substances now or hereinafter designated as or containing components now or hereinafter designated as hazardous, toxic, dangerous, or harmful, and/or which are subject to regulation as hazardous, toxic, dangerous, or harmful by any federal, state or local law, regulation, statute or ordinance (hereinafter collectively referred to as "Hazardous Substances")

c. LESSEE shall

(1) Immediately notify the LESSOR of (i) all spills or releases of any Hazardous Substance affecting the premises, (ii) all failures to comply with any federal, state or local law, regulation or ordinance, as now enacted or as subsequently enacted or amended, (iii) all inspections of the premises by, or any correspondence, orders, citations, or notifications from any regulatory entity concerning Hazardous Substances affecting the premises, (iv) all regulatory orders or fines or all response or interim cleanup actions taken by or proposed to be taken by any government entity or private party concerning the leased premises, and

(2) On request, provide copies to the LESSOR of any and all correspondence, pleadings, and/or reports received by or required of LESSEE or issued or written by LESSEE or on LESSEE's behalf with respect to the use, presence, transportation or generation of Hazardous Substances related to the leased premises

d. LESSEE shall be fully and completely liable to the LESSOR, and shall indemnify, defend, and save harmless LESSOR and its agencies, employees, officers, and agents with respect to any and all damages, costs, fees (including attorneys' fees and costs), penalties (civil and criminal), and cleanup costs assessed against or imposed as a result of LESSEE's use, disposal, transportation, generation and/or sale of Hazardous Substances or that of LESSEE's

employees, agents, assigns, sublessees, contractors, subcontractors, licensees or invitees, and for any breach of this subsection

30 No Partnership The LESSOR is not a partner nor a joint venturer with the LESSEE in connection with the activities conducted and business earned on under this Lease and the LESSOR shall have no obligation with respect to the LESSEE's debts or other liabilities

31 Time of Essence Time is expressly declared to be of the essence of this Lease and each and every covenant of LESSEE hereunder

32 Amendments Any amendments, revisions, supplements, or additions to this Lease or the attached exhibits shall be made in writing executed by the parties hereto, and neither LESSOR nor LESSEE shall be bound by verbal or implied agreements

33 Entire Agreement This written Lease or its successor or replacement contains the entire agreement of the parties hereto with respect to the matters covered hereby, and no other agreement, statement or promise made by any party hereto, or to any employee, officer or agent of any party hereto, which is not contained herein, shall be binding or valid

34 Invalidity If any term or provision of this Lease or the application thereof to any person or circumstance shall to any extent prove to be invalid, unenforceable, void, or illegal, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall be not affected thereby, and each term and provision of this Lease shall be valid and be enforced as written to the fullest extent permitted by law

35 Consent to Suit The LESSEE consents to suit in the courts of the LESSOR in any dispute arising under the terms of this Lease or as a result of operations earned on under this lease. Service of process in any such action is hereby agreed to be sufficient if sent by certified mail to the LESSEE at the last known address of LESSEE appearing on the LESSOR's records

36 Venue The LESSEE agrees for itself, its heirs, successors and assigns that any suit brought by the LESSEE, its heirs, successor or assigns concerning this Lease may be maintained only in the Utah State District Court of Salt Lake County

37 No Waiver of Conditions Waiver by the LESSOR of any default of the LESSEE or failure of the LESSOR to timely enforce any provisions of this Lease shall not constitute a waiver of or constitute a bar to subsequent enforcement of the same or other provisions of this Lease. No provision in this Lease shall be construed to prevent the LESSOR from exercising any legal or equitable remedy it may otherwise have

38 Inspection of Books LESSEE shall permit any authorized representative of the LESSOR to examine all books and records pertaining to its operations and royalties payable to LESSOR under the Lease at their regular place of business with reasonable notice, and to make copies of and extracts from such books and records if desired

39 Right to Audit The LESSOR has the right to audit the LESSEE's performance of the terms and conditions of this Lease. Nevertheless, it is the continuing duty of the LESSEE to faithfully perform all of the terms, conditions, and obligations of this Lease, including, but not limited to, the duty to properly calculate and render to the LESSOR any and all amounts due. Any term, condition, provision, or obligation subject to change or interpretation shall be deemed self-executing, and shall in no way shift or relieve the LESSEE of its continuing duties and obligations.

40 Attorney's Fees In the event the LESSOR shall prevail in any action or suit for the enforcement of any provision of this Lease or concerning this Lease in any manner, the LESSEE shall pay to the LESSOR a reasonable attorney's fee on account thereof.

41 Lessor's Lien LESSOR shall have at all times a valid lien for all rentals and other sums of money becoming due hereunder from LESSEE, upon all goods, wares, equipment, fixtures, furniture and other personal property of LESSEE situated on the leased premises, and such property shall not be removed therefrom without the consent of the LESSOR until all arrearage in rent as well as any and all other sums of money then due to LESSOR hereunder shall first have been paid and discharged. Upon the occurrence of any event of default by LESSEE, LESSOR may, in addition to any other remedies provided herein or by law, enter upon the leased premises and take possession of any and all goods, wares, equipment, fixtures, furniture and other personal property of LESSEE situated on the leased premises without liability for trespass or conversion, and sell the same with or without notice at public or private sale, with or without having such property at the sale, at which LESSOR or its assigns may purchase, and apply the proceeds thereof less any and all expenses connected with the taking of possession and sale of the property, as a credit against any sums due by LESSEE to LESSOR. Any surplus shall be paid to LESSEE and LESSEE agrees to pay any deficiency forthwith. Alternatively, the lien hereby granted may be foreclosed in the manner and form provided by law for foreclosure of security interest or in any other form provided by law. The statutory lien for rent is not hereby waived, the express contractual lien herein granted being in addition and supplementary thereto. Anything herein to the contrary notwithstanding, purchase money financing of LESSEE's removable trade fixtures and equipment shall not be a default. LESSEE will execute upon LESSOR's request a financing statement and security agreement evidencing LESSOR's security interest in LESSEE's personal property and warrants to LESSOR that there are no prior liens or security interest on said personal properties.

42 Notice Any notice contemplated herein to be served upon LESSEE shall be in writing and shall be deemed sufficient if deposited in the United States mail, postage prepaid and certified or registered, and addressed as follows:

Peck Rock & Products, Co., LLC  
268 East 360 South  
Lehi, Utah 84043

or at any such other address as LESSEE may from time to time designate by written notice to LESSOR.



43 Responsibilities of Successors The provisions hereof shall inure to and be binding upon the successors and assigns of LESSEE

IN WITNESS WHEREOF, the State of Utah, by and through the School and Institutional Trust Lands Administration, has caused these presents to be executed this 10th day of 2000, by the Director.

*10th day of July, 2000*

LESSOR:

STATE OF UTAH  
SCHOOL AND INSTITUTIONAL  
TRUST LANDS ADMINISTRATION  
675 East 500 South, Snte 500  
Salt Lake City, Utah 84102-2818

By *David T Terry*  
DAVID T TERRY, DIRECTOR

LESSEE:

Peck Rock and Products, Co , LLC  
268 East 360 South  
Lehi, Utah 84043

By *Clay Peck*

APPROVED AS TO FORM  
JAN GRAHAM  
ATTORNEY GENERAL

BY *Dawn Soper*  
Dawn Soper  
Assistant Attorney General

Date *July 10, 2000*

*Cole and Clay Peck*

COMPANY NAME \_\_\_\_\_

PROJECT NAME \_\_\_\_\_

JOB NUMBER \_\_\_\_\_ DATE \_\_\_\_\_

**INVOICE NUMBER**

№ 3043

TIME	TRUCK NUMBER	TYPE OF MATERIAL	<u>NO OF LOADS</u> GROSS WEIGHT	VEHICLE WEIGHT	NET WEIGHT	TONS	ACCUMULATIVE WEIGHT
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							
TOTAL							

**COLE PECK**  
Cell 801-367-3939  
Res 801-768-8111



**CLAY PECK**  
Cell 801-368-3937  
Res 801-768-4139

5201 North 12199 West • Utah County

**№ 36336**

DELIVERY DATE	LEAVE PLANT	ARRIVE JOB	LEAVE JOB	MINIMUM LOAD
TIME				

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ PHONE \_\_\_\_\_

JOB LOCATION/ NUMBER	TRUCK NUMBER	METHOD OF PAYMENT
		<input type="checkbox"/> VISA <input type="checkbox"/> MC <input type="checkbox"/> CHECK <input type="checkbox"/> CASH

QUANTITY	PRODUCT CODE	PRODUCT DESCRIPTION	UNIT COST	AMOUNT
		TONS		
GROSS WEIGHT	TARE WEIGHT	= NET WEIGHT		

*We Appreciate Your Business!*

**NOTICE TO BUYER/OWNER.** Failure of this Contractor to pay those persons supplying material or services to complete this contract can result in the filing of a Mechanics Lien on the property which is the subject of this contract pursuant to Utah Code Annotated Sect 38 1 1 et seq. If filed a \$100.00 mechanic's lien fee will be levied. To avoid this result you may ask this contractor for Lien Waivers from all persons supplying material or services for the work described in this contract. Failure to secure Lien Waivers may result in your paying for labor and material twice.

**SALES CONTRACT TERMS.** Payment in full is due by the 30th day of each month following the invoice date. In the event payment is not made when due, I or we agree to pay reasonable collection fees, lien fees and attorney fees with or without suit together with 1 1/2% per month FINANCE CHARGE which is an ANNUAL PERCENTAGE RATE of 18% until paid. Signature by buyer/owner/agent or receipt of material constitutes acceptance of above including Peck Rock Company standard credit terms.

**HAZARDOUS AND HOUSEHOLD WET WASTE** This landfill is for **CONSTRUCTION WASTE ONLY** no hazardous or household wet waste will be accepted By signing this invoice you certify no hazardous or household wet waste in your load If hazardous or household wet waste is found in your load you agree to pay for all clean up and removal of waste

THE UNDERSIGNED acknowledges that he/she is the Buyer or an authorized agent for the buyer and agrees on behalf of the Buyer to all the terms and conditions set forth herein. Refusal to sign this delivery ticket BUT acceptance of material constitutes agreement with terms and conditions above.

Rec d by \_\_\_\_\_ Date \_\_\_\_\_



**PECK ROCK & PRODUCTS  
INSPECTION REPORT**

**Type of Inspection:** Daily / Weekly / Monthly / Quarterly / Semiannually (circle one)

**Performed by:** \_\_\_\_\_ **Date.** \_\_\_\_\_

		<b>Overall Condition</b>	
		<b>Satisfactory</b>	<b>/ Needs Work*</b>
<b>1. Structures &amp; Roads</b>			
Fences & Gates	_____	/	_____
Access Roads	_____	/	_____
Ditches	_____	/	_____
Screening Berm	_____	/	_____
<b>2 Landfill Operations</b>			
Fence & Gates	_____	/	_____
Litter Control	_____	/	_____
Protective Cover	_____	/	_____
Daily Cover	_____	/	_____
Intermediate Cover	_____	/	_____
Fmal Cover	_____	/	_____
Equipment	_____	/	_____
Stormwater Ditches	_____	/	_____
<b>3. Leachate Pond</b>			
Fence & Gates	_____	/	_____
Depth Gage	_____	/	_____
Liner System	_____	/	_____
Influent Pipe	_____	/	_____
Gravity Sewer	_____	/	_____
<b>4. Monitoring Facilities</b>			
Weed Control	_____	/	_____
Groundwater Wells	_____	/	_____
Gas "Wells"	_____	/	_____

- Specify the work needed and the timeframe

**Other Comments.**

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**PECK ROCK & PRODUCTS  
CLASS VI LANDFILL**

**INSPECTION REPORT**

DATE \_\_\_\_\_

INSPECTOR \_\_\_\_\_

SATISFACTORY

UNSATISFACTORY

\*Water Rim on-Run off

\_\_\_\_\_

\_\_\_\_\_

\*Fence lines/Gates

\_\_\_\_\_

\_\_\_\_\_

\*Waste Handling

\_\_\_\_\_

\_\_\_\_\_

\* Cover of Waste

\_\_\_\_\_

\_\_\_\_\_

Corrective Action Required

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Comments

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_



## Daiiy Inspection of Loads

Date \_\_\_\_\_

Name of Company

Contents of Load

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---

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Inspected by \_\_\_\_\_

Driver Name \_\_\_\_\_

Total Tons \_\_\_\_\_

**Lehi Fire Department**

176 North Center

Lehi, Utah 84043

768-7130

January 9, 2004

**TO: The Division of Solid & Hazardous Waste**  
**FROM: Lehi Fire Department**  
**RE: Peck Rock and Products construction landfill**

To whom it may concern

The company Peck Rock and Products has approached the Lehi Fire Department about the construction and demolition landfill that they currently own, located at Township 6 south Range 1 west section 3 in Utah County jurisdiction. We have advised them that we are in mutual aid with the Utah County and Saratoga Springs and would respond to this site if any emergency were to arise.

I have talked with the owners and we are both with the understanding that this landfill will be used for construction materials and demolition purposes only. They will not be allowed to store any hazardous materials of any kind in this landfill.

Respectfully,

Dale Ekins, Chief  
Lehi Fire Department

November 5, 2003

Division of Solid & Hazardous Waste  
Attn Mr Carl Wadsworth  
P O Box 144880  
Salt Lake City, Utah 84114-4880

RE 30-year population growth expectancies for cities within a 30 mile radius of the proposed Class VI Landfill in Saratoga Spnngs, Utah

Dear Mr Wadsworth,

Mr Clay Peck of Peck Rock Products, Lie has asked me to evaluate the 30-year population growth expectancies for cities within a 30 mile radius of his proposed Class VI Landfill in Saratoga Spnngs, Utah I have researched data provided by the Mountamland Association of Government (MAG), and other related existing landfill data in response to his request My conclusions are shown below

- 1 ) Within Utah County, about twelve cities are considered to be within a 30-mile radius of the proposed Class VI Landfill m Saratoga Spnngs The Average Annual Rate of Change (AARC) of these twelve cities is 3 79%, with Orem being the lowest at 0 67% AARC, and Saratoga Spnngs being the highest at 11 08% AARC Study of this data also indicates that many of the closest cities to this proposed landfill are projected to double or tnple in population by the year 2030 The City of Saratoga is the closest city in proximity to this landfill, and the MAG information mdicates that by the year 2030 the City of Saratoga is expected to increase is population to be over twenty times its year 2000 population
- 2 ) Withm Salt Lake County, about five cities are considered to be within a 30-mile radius of the proposed Class VI Landfill in Saratoga Spnngs The AARC of these five cities is 5 28% with Draper (pt ) heing the lowest at 2 40%, and Herriman being the highest at 9 10% Draper, Riverton, and South Jordan Cities are expected to more than double m population by the year 2030 Bluffdale and Herriman cities are expected to increase m population to be over ten times the year 2000 population
- 3 ) In the early 1990's the Lindon Solid Waste Transfer Station began operation It is my understanding that during the first year of operation, approximately 80,000 Tons of waste was disposed of Last year the Lmdon Solid Waste Transfer Station disposed of over 200,000 Tons of waste

In conclusion, the MAG mformation indicates that a large amount of growth is expected within the southern portion of Salt Lake County and the northern portion Utah County Based on this information, and the apphcable Solid Waste Transfer Station information, it appears very likely that an additional landfill will be needed withm northern section of Utah County within the very near future

I have attached a copy of the Utah Municipal / County Population Projections data for Salt Lake and Utah Counties I have also shaded in yellow the cities withm each of these counties that appear to be within a 30-mile radius of your proposed landfill site Please feel free to call me if you have any questions concerning this information

Sincerely,

  
Brad A Kenison, P E

Q \2003\03135-PECK ROCK\Conespondcnce\30-year growth expectancy doc

768 E Utah Valley Drive  
American Fork UT 84003  
Telephone 801 756 8888  
Facsimile 801 756 8881  
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# Utah Municipal/County Population Projections

Governors Office of Planning and Budget / MPO's / COG's - Utah

Population - 2000 / 2010 / 2020 / 2030

Source GOPB & State Association of Governments

Listed by County

Utah County data produced August 2002

Summit & Wasatch Counties data produced March 2003

All other counties data produced January 2000

COUNTY Municipality	Type	2000	2010	2020	2030	Rate
<b>SALT LAKE COUNTY</b>	<b>COUNTY</b>	<b>848,083</b>	<b>1,028,508</b>	<b>1,223,218</b>	<b>1,383,907</b>	<b>1 60%</b>
Alta	town	410	497	591	669	1 60%
Bluffdale	city	4,455	10,825	28,782	48,326	8 30%
Draper (pt )	city	19,862	31,133	35,957	40,123	2 40%
Herriman	City	1,060	2,397	5,929	14,519	9 10%
Holladay	City	14,256	14,812	16,842	18,956	1 00%
Midvale	city	26,688	27,924	31,972	36,238	1 00%
Murray	city	34,151	39,483	41,015	41,778	0 70%
Riverton	city	26,849	63,226	70,981	75,057	3 50%
Salt Lake City	city	172,930	177,641	182,599	187,783	0 30%
Sandy	city	101,531	118,161	121,032	124,030	0 70%
South Jordan	city	32,320	49,956	70,433	81,729	3 10%
South Salt Lake	city	18,084	19,473	21,621	22,991	0 80%
Taylorsville	city	53,974	59,883	67,367	71,907	1 00%
West Jordan	city	63,893	106,513	133,872	145,614	2 80%
West Valley City	city	103,753	121,631	142,683	148,834	1 20%
Salt Lake	uninc	173,868	184,954	251,542	325,353	2 10%
<b>UTAH COUNTY</b>	<b>COUNTY</b>	<b>368,536</b>	<b>503,039</b>	<b>615,480</b>	<b>689,586</b>	<b>2 11%</b>
Alpine	city	7,146	9,874	11,752	15,675	2 65%
American Fork	city	21,941	27,787	32,573	35,583	1 62%
Cedar Fort	town	341	500	632	738	2 61%
Cedar Hills	town	3,094	6,807	9,663	10,133	4 03%
Draper (pt )	city	0	4758	7,833	10,448	4 01%
Eagle Mountain	town	2,157	9,758	16,756	22,770	8 17%
Elk Ridge	town	1,838	3,093	4,391	5,024	3 41%
Genola	town	965	1,565	2,392	4,744	5 45%
Goshen	town	874	1250	1,682	1,970	2 75%
Highland	city	8,172	14,940	20,120	23,564	3 59%
Lehi	city	19,028	31,302	44,437	48,975	3 20%
Lindon	city	8,363	10,711	11,918	13,020	1 49%
Mapleton	city	5,809	9,403	14,928	20,990	4 38%
Orem	city	84,324	96,039	100,020	103,000	0 67%
Payson	city	12,716	20,606	27,750	30,583	2 97%
Pleasant Grove	city	23,468	27,334	30,415	33,226	1 17%
Provo	city	105,166	118,607	130,814	134,687	0 83%
Salem	city	4,372	7,351	12,101	17,016	4 63%
Santaquin	city	4,834	9,822	16,865	24,263	5 52%
Saratoga Springs	town	1,003	8,993	18,005	23,450	11 08%
Spanish Fork	city	20,246	27,693	32,745	35,771	1 92%
Springville	city	20,424	28,866	34,132	37,286	2 03%
Wineyard	town	150	968	4056	5703	12 89%
Woodland Hills	town	941	1,891	3,247	4,014	4 95%
Utah	uninc	11,164	23,121	26,253	26,953	2 98%

November 10, 2003

Division of Solid & Hazardous Waste  
Attn: Mr Carl Wadsworth  
P O Box 144880  
Salt Lake City, Utah 84114-4880

Municipal Engineering  
Transportation Engineering  
Development Engineering  
NEPA Environmental Services

RE Anticipated groundwater impacts on the proposed Class VI Landfill in Saratoga Springs, Utah

Dear Mr Wadsworth,

Mr Clay Peck of Peck Rock Products, Inc has asked me to perform a brief evaluation of the anticipated impact that groundwater may have on his proposed Class VI Landfill in Saratoga Springs, Utah

I have researched the approximate elevation of Utah Lake and the well-drillers logs for four of the wells near this proposed landfill site This information has been shown in graphic form on sheet 2 of 7 of the Peck Rock Class VI Landfill Permit Drawings, and is being shown in tabular form below

Point Number	Existing Ground Elevation	Approximate Groundwater Elevation	Depth to Groundwater
Utah Lake	n/a	4483'	n/a
Well no 1	4568'	4496'	72'
Well no 2	4545'	4457'	88'
Well no 3	4570'	4495'	75'
Well no 4	5790'	5626'	164'
Landfill Site A	4855' (top) 4755' (bottom)	Groundwater Anticipated at 95' depth	No Groundwater Encountered Site Excavated to approx 100' depth
Landfill Site B	4870' (top) 4815' (bottom)	Groundwater Anticipated at 95' depth	No Groundwater Encountered Site Excavated to approx 55' depth

By comparing the existing ground elevations to the approximate groundwater elevations at each point, an approximate groundwater elevation profile can be developed for this area Based on this anticipated groundwater elevation profile, it can be deduced that the groundwater elevation at the most-western

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American Fork UT 84003  
Telephone 801 756 8888  
Facsimile 801 756 888  
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end of the Landfill Site A should be approximately 4765' (see attached Ground Water Profile exhibit) However at the deepest point, Landfill Site A was excavated to an approximate depth of 4755', with no trace of groundwater

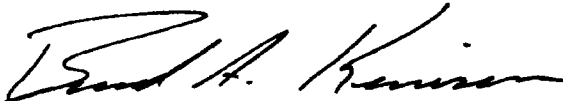
Likewise, the anticipated groundwater elevation for Landfill Site B is 4775' Landfill Site B has been excavated to an approximate depth of 4815', and no groundwater has been encountered

Mr Clay Peck has indicated that during the excavation of this pit, that the soil strata generally consisted of 10'- 15' thick clay layers (with some layers approaching a thickness of nearly 30') inter-bedded with 2'-4' thick layers of rock, sloping east to west (towards the hillside)

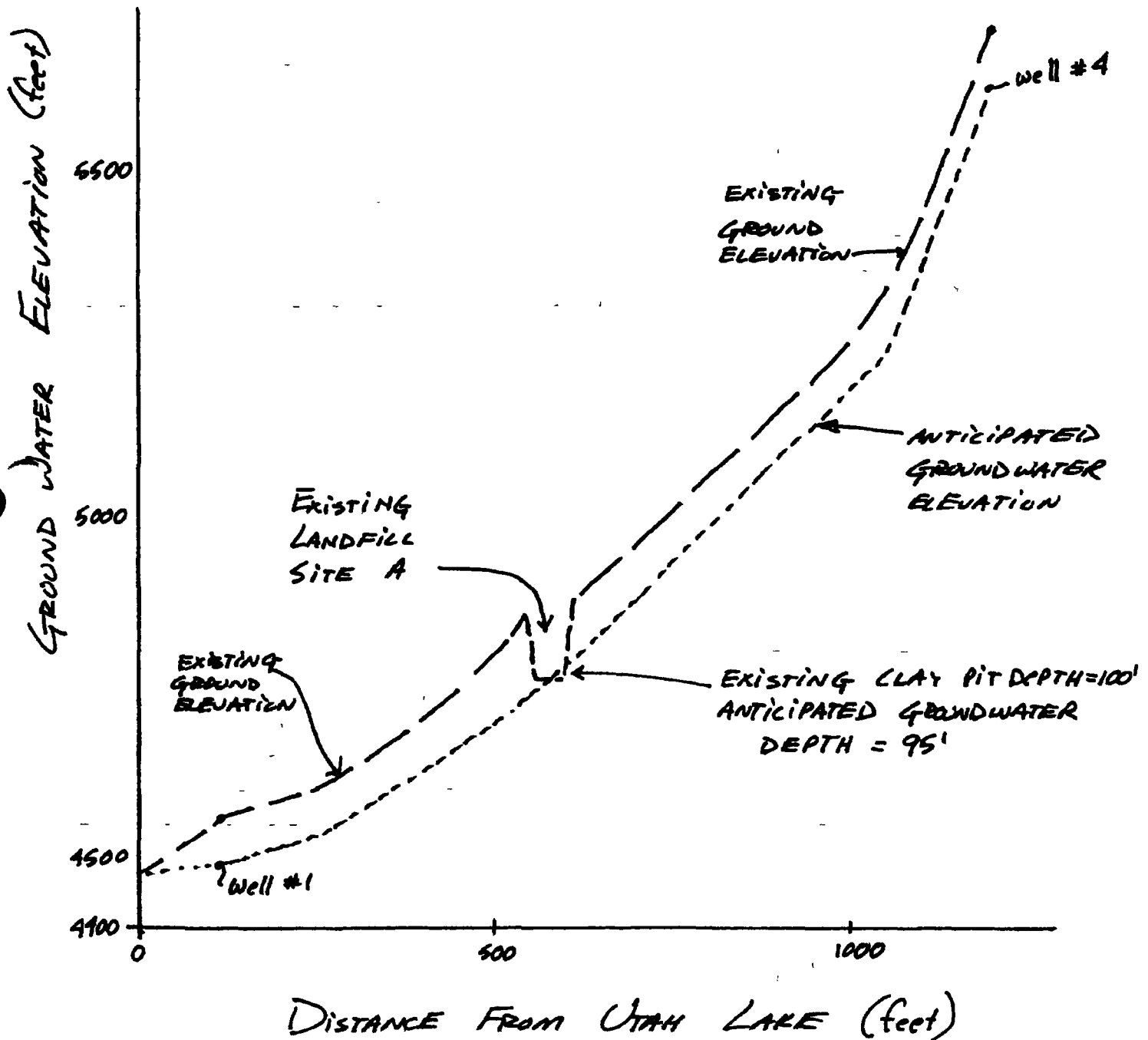
In conclusion, it appears that the thick clay layers surrounding these proposed landfill sites have kept the surrounding groundwater at a lower elevation than would be normally expected It would also seem that these same clay layers would keep any possible landfill contaminants from negatively affecting the surrounding groundwater because these contaminants could not easily travel through the clay layers beneath the existing pit

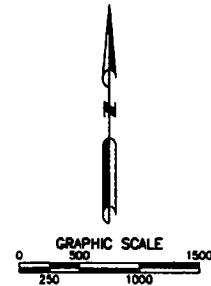
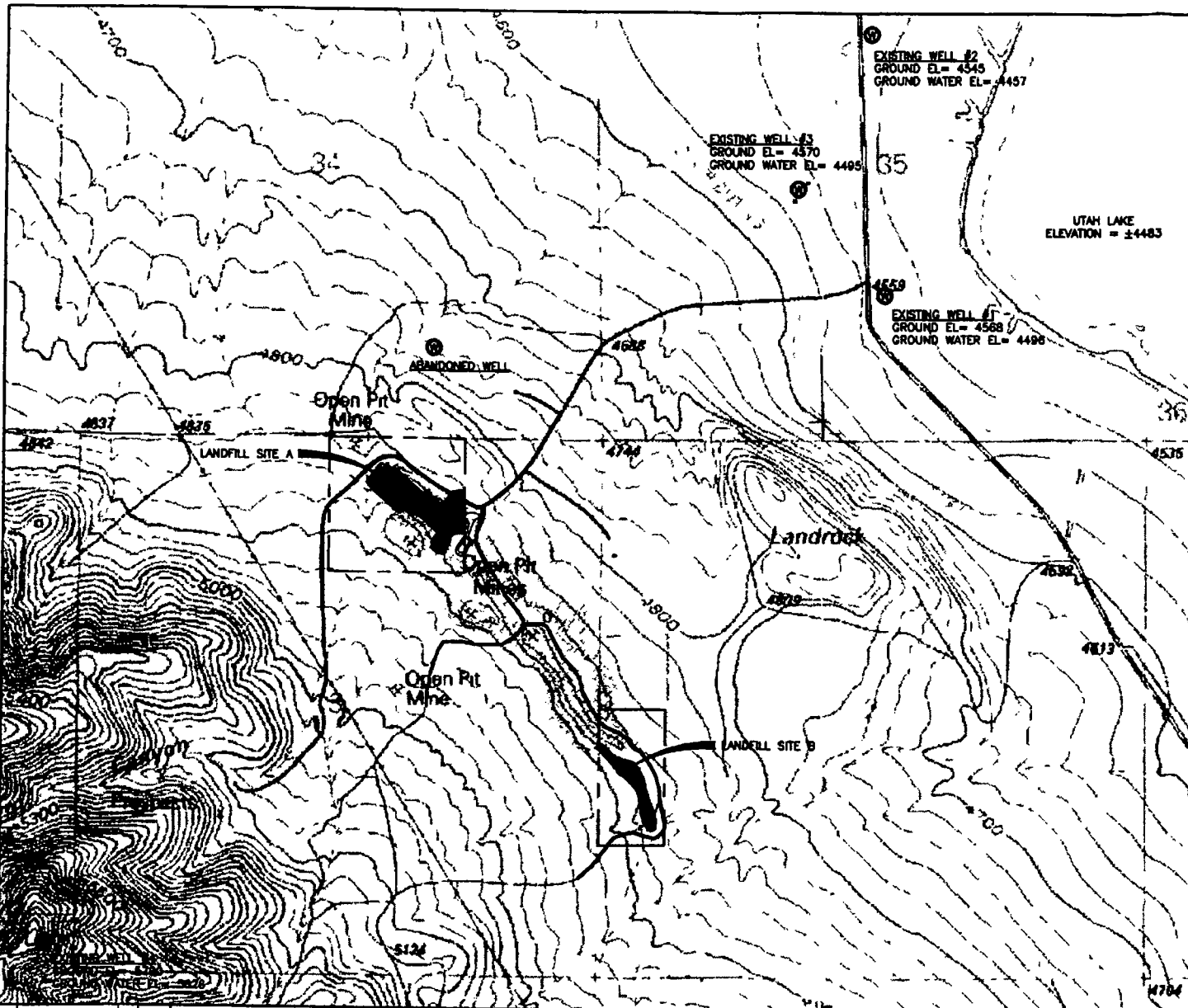
Accompanying this letter, I have attached the above-mentioned Groundwater Elevation Profile and Sheet 2 of 7 of the Permit Drawings Please feel free to call me if you have any questions concerning this information

Sincerely,

A handwritten signature in black ink, appearing to read "Brad A. Kenison". The signature is fluid and cursive, with a large initial "B" and "K".

Brad A Kenison, P E





**PROJECT DESCRIPTION**

**LANDFILL SITE A**  
ENCOMPASSING THE NORTHWEST 1/4 OF THE NORTH  
EAST 1/4 OF SECTION 3 TOWNSHIP 6 SOUTH  
RANGE 1 WEST SALT LAKE BASE A MERIDIAN

**LANDFILL SITE B**  
ENCOMPASSING THE WEST 1/2 OF THE WEST 1/4 OF  
THE SOUTHWEST 1/4 OF SECTION 2 TOWNSHIP 6  
SOUTH RANGE 1 WEST SALT LAKE BASE & MERIDIAN

03/20/2003 PECK ROCK CLASS VI LANDFILL SITE A & B 11/6/2003 4:52:21 PM MST

NO.	REVISIONS	BY	DATE

DRAWN BY	DATE
CHECKED BAK	DATE
PROJECT ENGINEER	DATE
APPROVED BAK	DATE
PROJECT MANAGER	DATE

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**CIVIL SCIENCE**  
American Institute of Professional Surveyors  
700 West Utah Valley Drive  
American Fork, UT 84003  
Phone (801) 225-1111 Fax (801) 225-1112

**PECK ROCK CLASS VI LANDFILL**  
**SITE VICINITY MAP WITH WELL LOCATIONS**

PROJECT # 03135 00  
SHEET NO 2 OF 7  
FILE NAME SCALE SH 02 AS SHOWN

## WELL DRILLER'S REPORT

State of Utah  
Division of Water Rights

For additional space, use "Additional Well Data Form" and attach.

RECEIVED

Well Identification

PROVISIONAL WELL: 93-54-001-P-01

AUG 23 1993

Owner

None any changes

Jacobs, Joseph K.  
10863 North 5920 West  
Highland, UT 84003WATER RIGHTS  
SALT LAKE

Contact Person/Engineer

Well Location

None any changes

NORTH 1440 feet EAST 200 feet from the S $\frac{1}{4}$  Corner of  
SECTION 35, TOWNSHIP 5S, RANGE 1W, SLB&M.

Location Description (address, proximity to buildings, landmarks, ground elevation, local well #)

Drillers Activity

Start Date 8-13-93

Completion Date 8-17-93

Check all that apply

☒ New ☐ Repair ☐ Deepen ☐ Abandon ☐ Replace ☐ Public Name of Use

DEPTH (feet) FROM	TO	BOREHOLE DIAMETER (in)	DRILLING METHOD	DRILLING FLUID
0	145'	6"	Air Rotary	Air

Well Log

DEPTH (feet) FROM	TO	W A T E R	P E R M E A B L E	UNCONSOLIDATED							ROCK TYPE	COLOR	DESCRIPTIONS AND REMARKS (include comments on water quality if known)
				C L A Y	S I L T	S A N D	G R A V E L	C O B B L E S	B O U L D E R	O T H E R			
0	10'	X	X	X								T&N	
10'	12'	X				XX						11	
12'	65'	X				XX						11	
65'	100'	X				XX						11	
100'	114'			XX		X						11	
114'	116'			XX								11	
116'	118'	X				X						11	
118'	140'	XX							X		Limestone	Blue	Red and Blue Limestone + clay.
142	145	XX									11		

Static Water Level

Date

8-17-93

Water Level 72' feet

Flowing?

☐ Yes ☒ No

Method of Water Level Measurement

String

If Flowing, Capped Pressure

PSI

Point to Which Water Level Measurement was Referenced

Ground

Height of Water Level reference point above ground surface

0 feet

Temperature

☐ °C ☐ °F

Well Log

## Construction Information

DEPTH (feet)		CASING			DEPTH (feet)		SCREEN <input type="checkbox"/>	PERFORATIONS <input checked="" type="checkbox"/>	
FROM	TO	CASING TYPE AND MATERIAL GRADE	WALL THICK (in)	NOMINAL DIAM (in)	FROM	TO	SLOT SIZE OR PERF SIZE (in)	SCREEN DIAM OR PERF LENGTH (in)	SCREEN TYPE OR NUMBER PERF (per mund/interval)
0	106'	steel	1.280	6 5/8"	85'	145'	1/16 X 6'		4 Rows
85'	145'	PVC sec-40		4 1/2"					

Well Head Configuration water tight cap Access Port Provided? ☐ Yes ☒ No  
 Casing Joint Type Welded Perforator Used SAW

DEPTH (feet)		FILTER PACK / GROUT / PACKER / ABANDONMENT MATERIAL		
FROM	TO	ANNULAR MATERIAL ABANDONMENT MATERIAL and/or PACKER DESCRIPTION	Quantity of Material Used (if applicable)	ORBIT DENSITY (lbs./gal. # bag min. gal./sack etc.)

## Well Development / Pump or Bail Tests

Date	Method	Yield	Units Check One		DRAWDOWN (ft)	TIME PUMPED (hrs & min)
			GPM	CFS		
8-17-93	Pump	35	X			1-Hr

## Pump (Permanent)

Pump Description GRUNDFOS Horsepower 1 1/2 Pump Intake Depth 130' feet  
 Approximate maximum pumping rate 35 Well disinfected upon completion? ☐ Yes ☒ No

Comments Description of construction activity, additional materials used, problems encountered, extraordinary circumstances, abandonment / procedures Use additional well data form for more space

## Well Driller Statement

This well was drilled or abandoned under my supervision, according to applicable rules and regulations and this report is complete and correct to the best of my knowledge and belief.

Name Miller Drilling Inc  
 (Person, Firm, or Corporation - Print or Type)

License No 242

Signature Ernest H Miller  
 (Licensed Well Driller)

Date 8-17-93







# LAPSED

## REPORT OF WELL DRILLER

STATE OF UTAH

Applicatlon No. 70140 (54-130)  
Olabe No. (C-16.2) 3 CCC  
Coordinate No. (C-16.2) 3 CCC

Examined 9-25-70 VFO  
By Ed B C 9-25-70 VFO R. V. F.  
1 then Sheet 10-1-70 VFO  
Copied 10-1-70 VFO

GENERAL STATEMENT Report of well driller is hereby made and filed with the State Engineer, in accordance with the laws of Utah (This report shall be filed with the State Engineer within 30 days after the completion or abandonment of the well. Failure to file such reports constitutes a misdemeanor.)

### (1) WELL OWNER

Name RALPH W DAVIS  
Address LEHI UTAH

### (2) LOCATION OF WELL

County UTAH Ground Water Basins (leave blank)  
North 300 feet East 300 feet from S. H. Corner  
South 300 feet West 300 feet from S. H. Corner  
of Section 3 T. 6 S. R. 2 SLBN (strike out words not needed)

### (3) NATURE OF WORK (check)

New Well ☒ Repair ☐ Abandon ☐  
Replacement Well ☐ Deepening ☐ Repair ☐ Abandon ☐  
If abandonment describe material and procedure

### (4) NATURE OF USE (check)

Domestic ☐ Industrial ☐ Municipal ☐ Stockwater ☒  
Irrigation ☐ Mining ☐ Other ☐ Test Well ☐

### (5) TYPE OF CONSTRUCTION (check)

Rotary ☐ Dug ☐ Jetted ☐  
Cable ☒ Driven ☐ Bored ☐

### (6) CASING SCHEDULE

Threaded ☐ Welded ☒  
8 " Diam. from 0 feet to 291 feet Gauge 280  
2 " Diam. from 291 feet to 300 feet Gauge 280  
2 " Diam. from 300 feet to 300 feet Gauge 280  
New ☒ Rejected ☐ Used ☐

### (7) PERFORATIONS

Performed? Yes ☒ No ☐  
Type of perforator MILLS KNIFE  
Size of perforations 4 inches by 2 inches  
160 perforations from 195 feet to 220 feet  
160 perforations from 243 feet to 270 feet  
perforations from 270 feet to 270 feet  
perforations from 270 feet to 270 feet  
perforations from 270 feet to 270 feet

### (8) SCREENS

Well screen installed? Yes ☐ No ☐  
Manufacturer's Name \_\_\_\_\_  
Type \_\_\_\_\_ Model No. \_\_\_\_\_  
Diam. \_\_\_\_\_ Slot size \_\_\_\_\_ Set from \_\_\_\_\_ ft. to \_\_\_\_\_  
Diam. \_\_\_\_\_ Slot size \_\_\_\_\_ Set from \_\_\_\_\_ ft. to \_\_\_\_\_

### (9) CONSTRUCTION

Well gravel packed? Yes ☐ No ☐ Size of gravel: \_\_\_\_\_  
Gravel placed from \_\_\_\_\_ feet to \_\_\_\_\_ feet  
Was a screen used? Yes ☐ No ☐  
To what depth? \_\_\_\_\_ feet  
Material used in seal \_\_\_\_\_  
Did any strata contain unsealable water? Yes ☐ No ☐  
Type of water \_\_\_\_\_ Depth of strata \_\_\_\_\_  
Method of sealing strata off \_\_\_\_\_

### (10) WATER LEVELS

Water surface casing used? Yes ☐ No ☐  
Was it cemented in place? Yes ☐ No ☐  
Level 164 feet below land surface Date 9/10/70  
At pressure \_\_\_\_\_ feet above land surface Date \_\_\_\_\_

### LOG RECEIVED

9-23-70  
VFO

### (11) FLOWING WELL

Controlled by (check) Valve ☐  
Cap ☐ Plug ☐ No Control ☐  
Down well h/wk around casing? Yes ☐ No ☐

### (12) WELL TESTS

Drawdown is the distance in feet the water level is lowered below static level.  
Was a pump test made? Yes ☐ No ☐ If so by whom? \_\_\_\_\_  
Yield \_\_\_\_\_ gal/min with \_\_\_\_\_ feet drawdown after \_\_\_\_\_ hours  
Bailer test 20 gal/min with 100 feet drawdown after 3 hours  
Artesian flow \_\_\_\_\_ gpm Date \_\_\_\_\_  
Temperature of water \_\_\_\_\_ Was a chemical analysis made? No ☐ Yes ☐

### (13) WELL LOG

Diameter of well 2 inches  
Depth drilled 300 feet. Depth of completed well 291 feet.  
NOTE: Place an 'X' in the space or combination of spaces needed to designate the material or combination of materials encountered in each depth interval. Under REMARKS make any desirable notes as to occurrence of water and the color also nature, etc. of material as encountered in each depth interval. Use additional sheet if needed.

DEPTH		MATERIAL										REMARKS
From	To	Clay	Silt	Sand	Gravel	Cobbles	Boulders	Hardpan	Conglomerate	Bedrock	Other	
0	38	X										TAN
38	45	X										TAN
45	113	X										TAN STIFF
113	138	X										CEMENTED
138	192	X										TAN
192	212	X										TAN
212	220	X										TAN
220	243	X										TAN
243	270	X										CEMENTED
270	286	X										TAN
286	293	X										CEMENTED
293	300	X										TAN

Work started AUG 13 1970 Completed SEPT 10 1970

### (14) PUMP

Manufacturer's Name \_\_\_\_\_  
Type \_\_\_\_\_ H. P. \_\_\_\_\_  
Depth to pump or bowl \_\_\_\_\_ feet

### Well Driller's Statement

This well was drilled under my supervision and this report is true to the best of my knowledge and belief

Name ELDON CUMER (Person, firm or corporation) (Type or print)  
Address LEHI UTAH  
(Signed) ELDON CUMER (Well Driller)  
License No. 5 Date SEPT 22 1970

January 14, 2004

Division of Solid & Hazardous Waste  
Attn Mr Carl Wadsworth  
P O Box 144880  
Salt Lake City, Utah 84114-4880

RE Run-on Control for the proposed Class VI Landfill in Utah County, Utah

Dear Mr Wadsworth,

On Friday, <sup>January</sup> ~~July~~ 9, 2004 Mr Clay Peck of Peck Rock Products, Inc requested that I provide an evaluation indicating whether or not the run-on control proposed on maps 3 and 4 is adequate to divert the 25-year storm flows away from his proposed Class VI Landfill in Utah County, Utah

As part of this evaluation, I have re-visited each of the proposed landfill sites I have also calculated the anticipated 25-year storm run-on to each of the proposed sites The results of my evaluation of each of these proposed landfill sites are shown below

**Proposed Landfill Site A (Northern Site)**

- a) The original Site Map 3 of 7 submitted as part of the permit application indicated the need for a "proposed drainage ditch" along the southwestern portion of the landfill After re-visiting the site, it was noted that an existing 3-foot to 6-foot high berm currently protects the landfill from overland storm flows from the south See sheets 3, 5, and 7 of 7 for updates concerning the existing drainage berm
- b) Drainage calculations indicate that the anticipated 25-year storm flows along this berm will not exceed 0.1 cubic feet per second (cfs), and that the berm will easily direct these flows away from the proposed landfill Site A
- c) Drainage calculations and photographs of this berm are shown within the attached Appendix A

**Proposed Landfill Site B (Southern Site)**

- a) The original Site Map 4 of 7 submitted as part of the permit application indicated the need for a "proposed drainage ditch" along the south and west sides of the landfill After re-visiting the site it was noted that, in many locations, a berm currently protects the landfill from overland storm flows from the west This berm varies in height from about 30-inches high in some areas, to over 6-feet high in others Some locations were not protected by a berm, so this drainage berm will need to be constructed as part of the landfill project See sheets 4, 6, and 7 of 7 for updates concerning these existing and proposed drainage berms

- b) Drainage calculations for the west side of this site were split into two areas because some areas of the storm drainage will drain northerly, while others will drain southerly. Northerly draining flows are not expected to exceed 1.2 cfs, whereas southerly flows are expected to approach about 3.3 cfs. Drainage calculations indicate that the existing and proposed berms will be adequate to direct 25-year flows away from the proposed landfill site B.
- c) Drainage calculations and photographs of the existing berms within this area are shown within the attached Appendix B.

In Conclusion, the existing and proposed berms along the south side of landfill site A and along the south and west sides of landfill site B will be adequate to divert the 25-year storm flows away from each of the proposed Class VI Landfill sites.

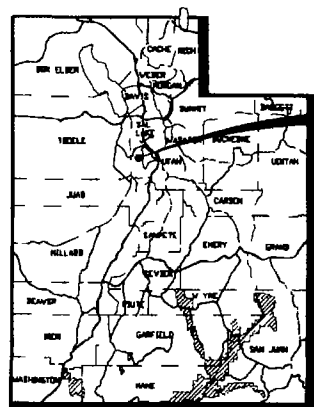
Please feel free to call me if you have any questions concerning this information (360-6763)

Sincerely,

A handwritten signature in black ink, appearing to read "Brad A. Kenison". The signature is fluid and cursive, with the first name "Brad" being more prominent.

Brad A. Kenison, P.E.

# PECK ROCK CLASS VI LANDFILL PERMIT DRAWINGS



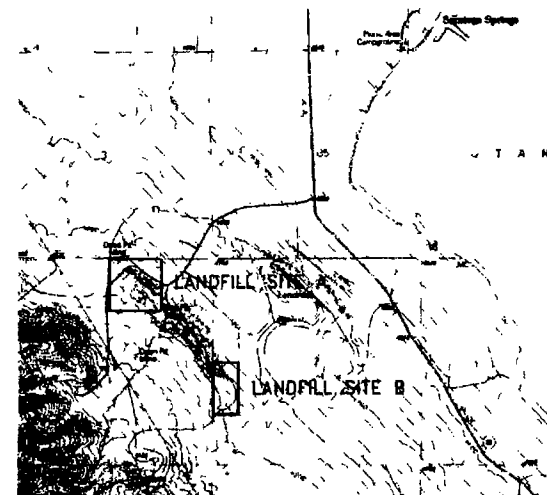
LOCATION MAP

PROJECT LOCATION

## SHEET INDEX

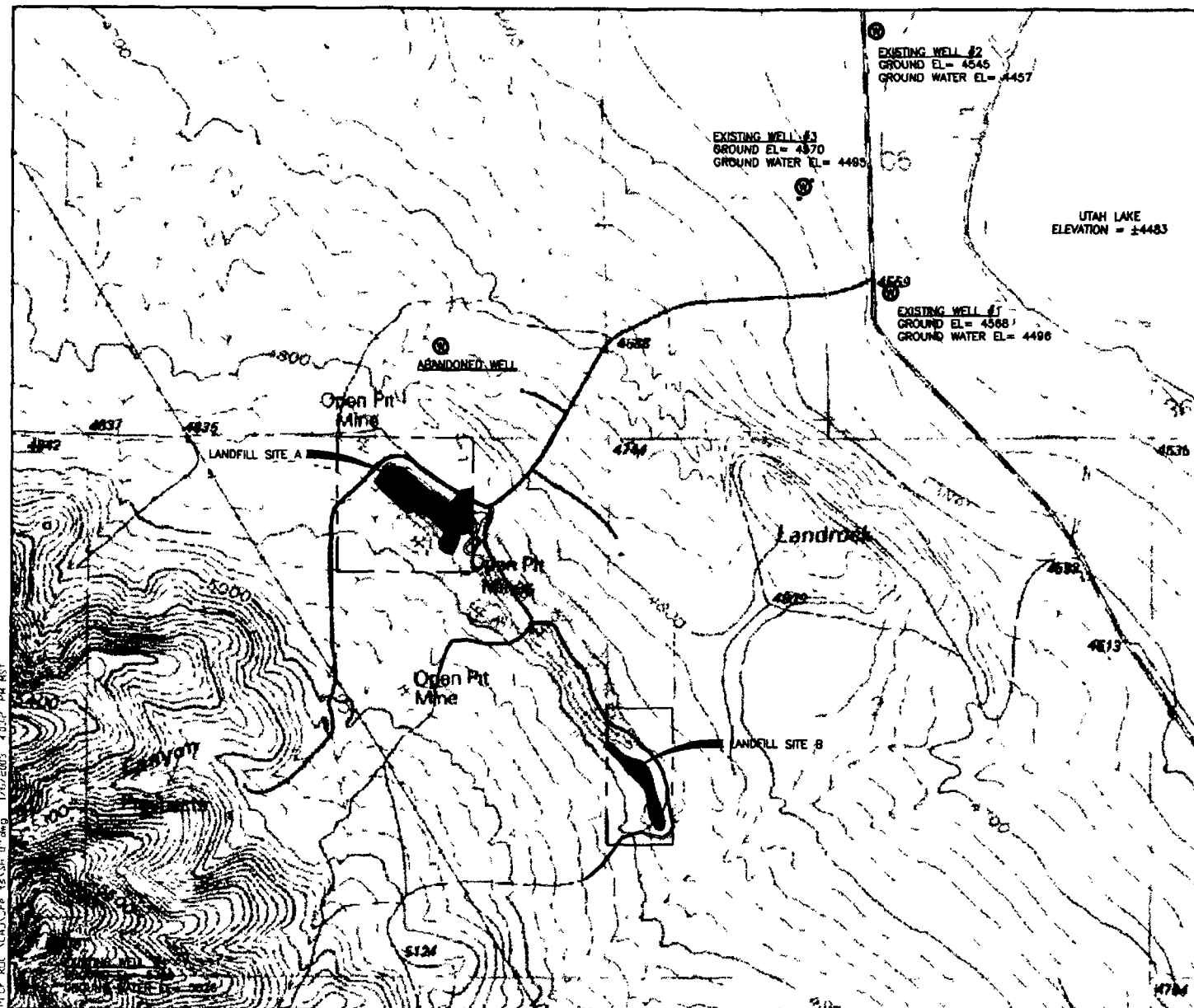
- 1 COVER SHEET
- 2 SITE VICINITY MAP WITH WELL LOCATIONS
- 3 SITE MAP - LANDFILL SITE A
- 4 SITE MAP - LANDFILL SITE B
- 5 CROSS SECTIONS - LANDFILL SITE A
- 6 CROSS SECTIONS - LANDFILL SITE B
- 7 MISCELLANEOUS DETAILS

JANUARY 2004



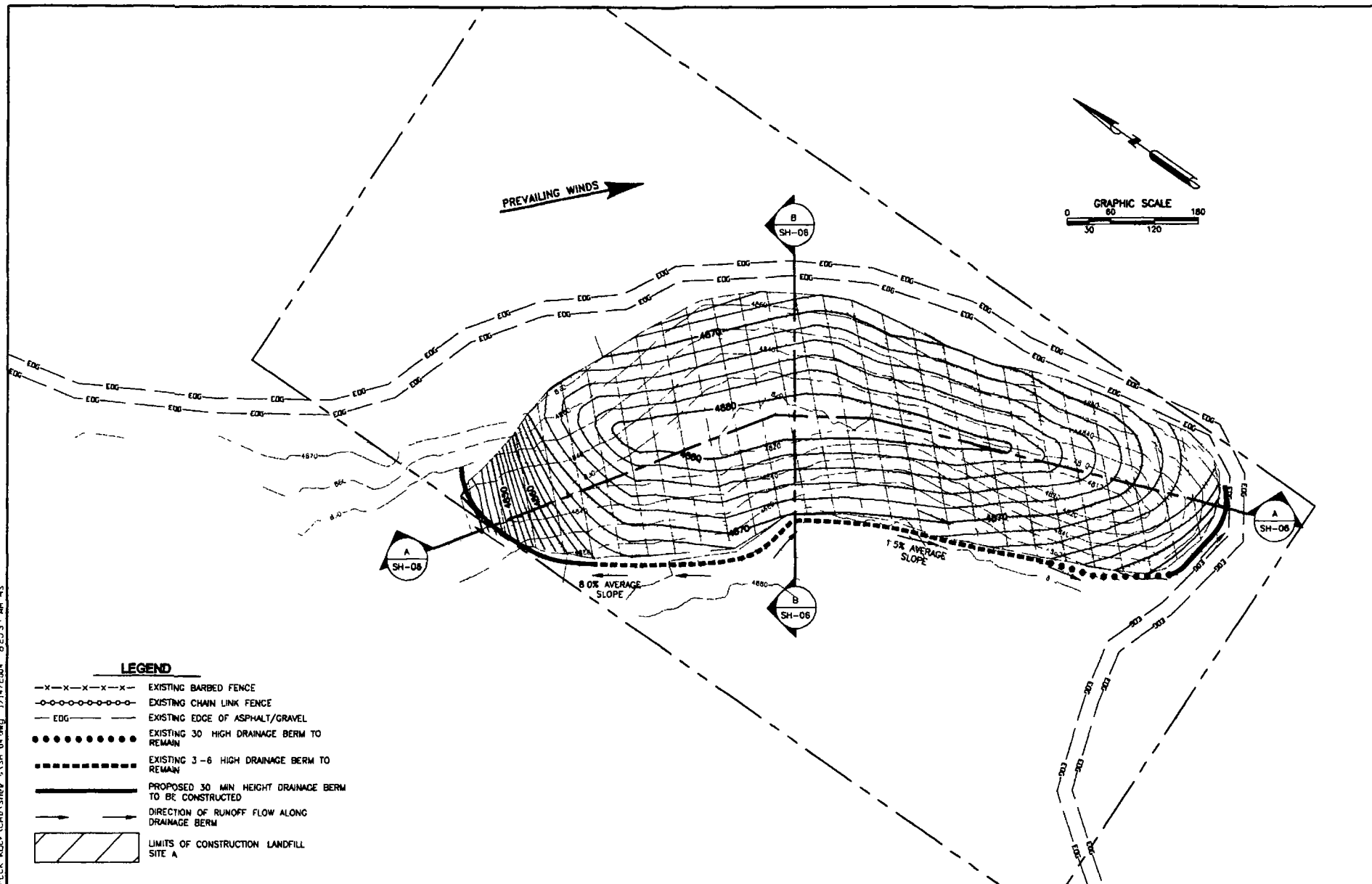
**CIVIL**  
**SCIENCE**

ENGINEERS - SURVEYORS - PLANNERS - SCIENTISTS  
768 East Utah Valley Drive  
American Fork UT 84003  
(801) 756-8888





0:2003:03:15S PECK ROCK CLASS VI LANDFILL SHEET 5:SH 01.dwg 1/14/2004 8:25:35 AM WS



# LEGEND

- x-x-x-x-x- EXISTING BARBED FENCE
- o-o-o-o-o-o- EXISTING CHAIN LINK FENCE
- - - - - EDG EXISTING EDGE OF ASPHALT/GRAVEL
- EXISTING 30' HIGH DRAINAGE BERM TO REMAIN
- EXISTING 3-6' HIGH DRAINAGE BERM TO REMAIN
- ===== PROPOSED 30' MIN HEIGHT DRAINAGE BERM TO BE CONSTRUCTED
- → → DIRECTION OF RUNOFF FLOW ALONG DRAINAGE BERM
- [Hatched Box] LIMITS OF CONSTRUCTION LANDFILL SITE A

NO.	REVISIONS	BY	DATE

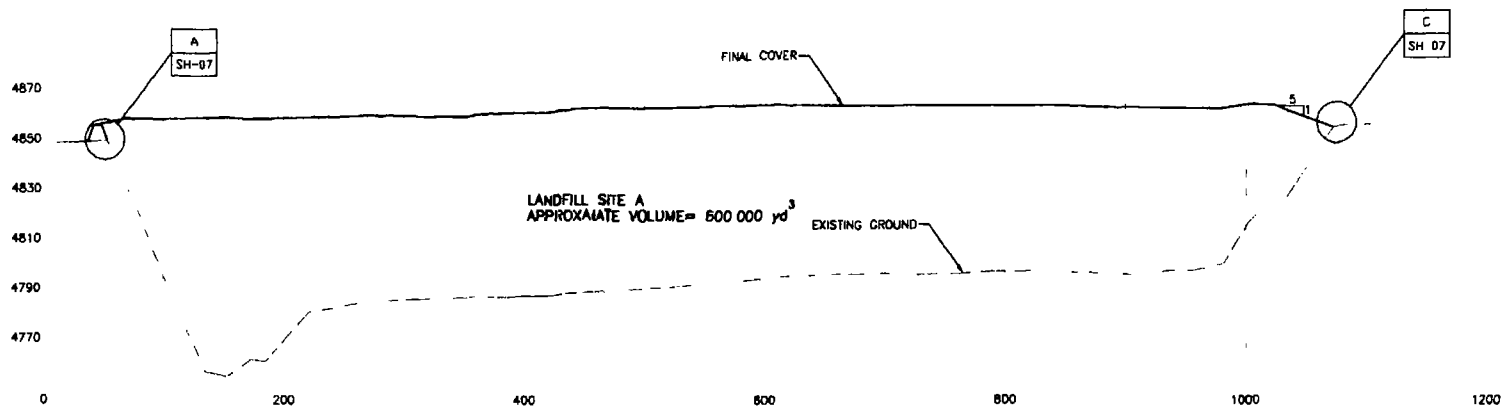
DRAWN BY	DATE
CHECKED BY	DATE
APPROVED BY	DATE
PROJECT MANAGER	DATE

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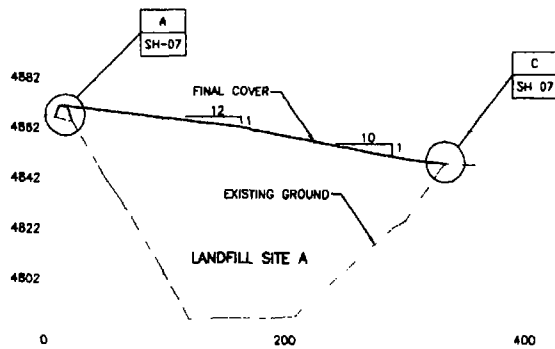
**CIVIL SCIENCE**  
 788 East Utah Valley Drive  
 American Fork, UT 84003  
 PHONE 801/726-8888 FAX 801/726-8888

PROJECT NO 03135 00	
SHEET NO 4 OF 7	
FILE NAME ISCALL SH-05 AS SHOWN	
PECK ROCK CLASS VI LANDFILL	
SITE MAP - LANDFILL SITE B	

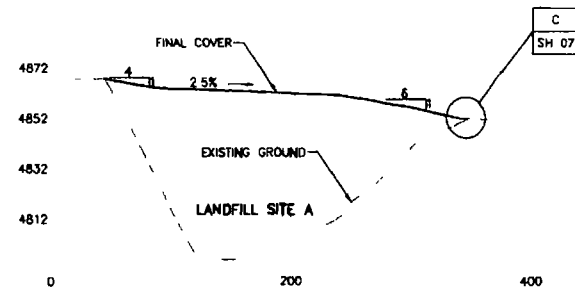




**A**  
SECTION  
SH-03  
NTS



**B**  
SECTION  
SH-03  
NTS



**C**  
SECTION  
SH-03  
NTS

2:00 03135 PECK ROCK CLASS VI LANDFILL SHEETS SH 07 1/4/2004 9:31:43 AM MS1

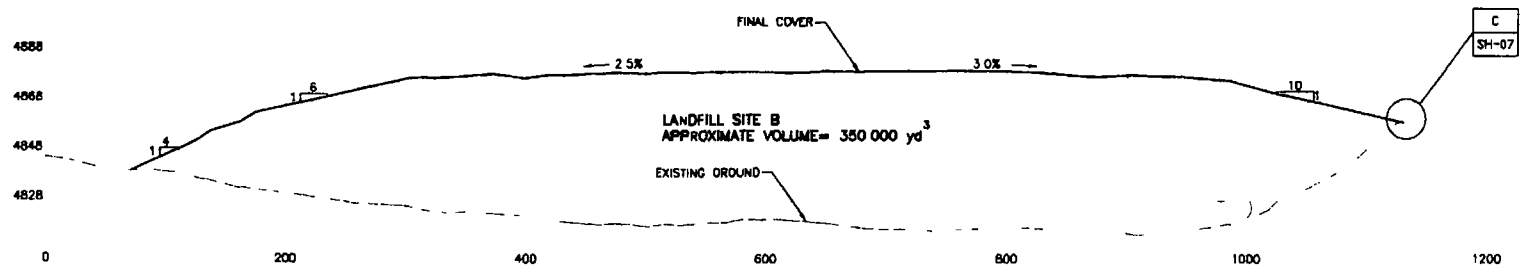
NO.	REVISIONS	BY	DATE	DRAWN BY	DATE
				CHECKED BAK	DATE
				PROJECT ENGINEER	DATE
				APPROVED BAK	DATE
				PROJECT MANAGER	DATE

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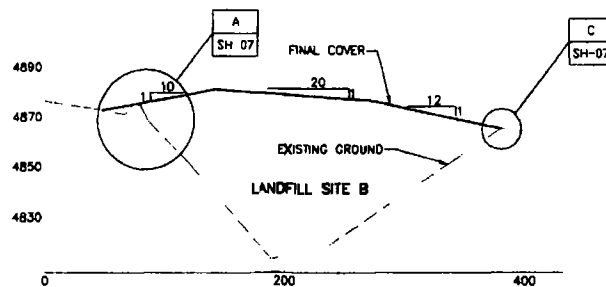


<b>PECK ROCK CLASS VI LANDFILL</b>	
<b>CROSS SECTIONS - LANDFILL SITE A</b>	

PROJECT NO	03135 00
SHEET NO	5 OF 7
FILE NAME	SH 07 AS SHOWN



A  
SH-04  
SECTION  
NTS



B  
SH-04  
SECTION  
NTS

C:\03\0305 PECK ROCK\CLASS VI\Sheet\SH-06.dwg 1/14/2004 9:35:56 AM MS

			DRAWN BY	DATE
			CHECKED BY	DATE
			PROJECT ENGINEER	DATE
			APPROVED BY	DATE
			PROJECT MANAGER	DATE
NO	REVISIONS	BY	DATE	

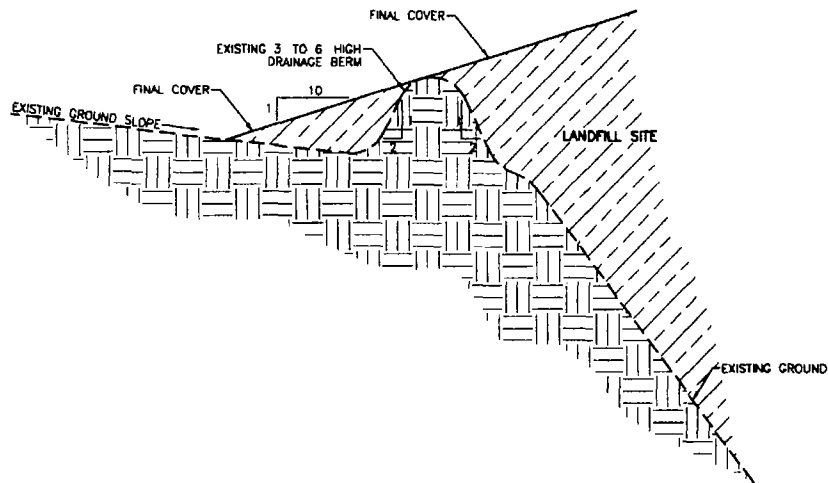
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CIVIL ENGINEERING  
700 East Utah Valley Drive  
American Fork, UT 84003  
Phone (801) 700-0000 Fax (801) 700-0001

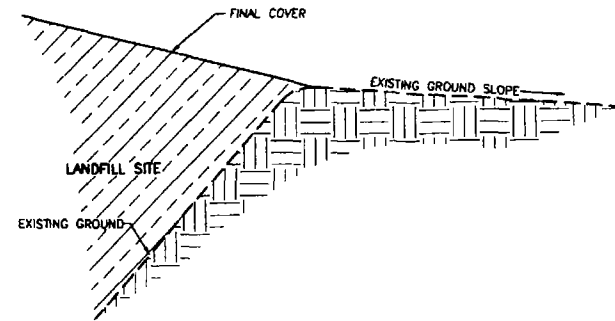
PECK ROCK CLASS VI LANDFILL

CROSS SECTIONS - LANDFILL SITE B

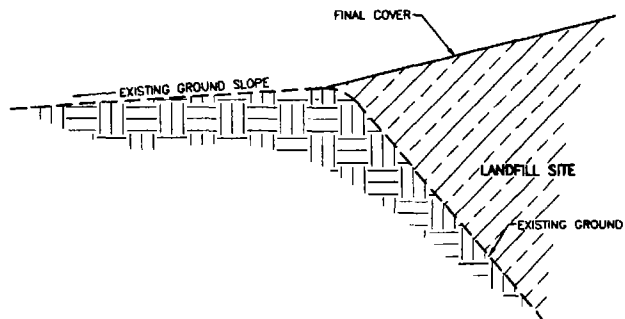
PROJECT NO  
03135 00  
SHEET NO  
6 OF 7  
FILE NAME  
SH-06.dwg



**A** STORM WATER DRAINAGE DITCH DETAIL  
NTS



**C** COVER TIE-IN TO EXISTING GROUND  
NTS



**B** COVER TIE-IN TO EXISTING GROUND  
NTS

C:\DWG\2125 PECK ROCK\CAJL Meet\SL 0.dwg 1/6/2003 4:19:27 PM MSJ

NO	REVISIONS	BY	DATE

DRAWN BY	DATE
CHECKED BY	DATE
APPROVED BY	DATE
PROJECT ENGINEER	
PROJECT MANAGER	

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**CIVIL SCIENCE**  
1000 East Utah Valley Drive  
Cottonwood, Utah 84605  
PHONE (435) 795-0000, FAX (435) 795-0000

**PECK ROCK CLASS VI LANDFILL**

**MISCELLANEOUS DETAILS**

PROJECT NO  
**03135 00**  
SHEET NO  
**7 OF 7**  
FILE NAME  
SH 07 AS SHOWN

# APPENDIX A

dine



EXISTING 24" DRAINAGE  
CULVERT BENBATH  
ROAD TO REMAIN

LANDFILL SITE A

EXISTING DRAINAGE CHANNEL

900  
AREA= 15 ACRES

EXISTING DIRT MOUND

LEGEND

..... EXISTING 3-6 HIGH DRAINAGE BERM TO  
REMAIN

OPER  
Mi

PROPOSED LANDFILL SITE A - NORTHERN PIT

\* CALCULATE ANTICIPATED 25-YEAR STORM FLOWS

GIVEN: DRAINAGE AREA = 1.5 ACRES  
AVERAGE EXIST. GROUND SLOPE = 5.6 %  
AVERAGE "C" FACTOR = 0.2

FLOW CALCULATION  $Q = CIA$

TO OBTAIN  $I$ , calculate  $T_c$

$T_c$  (Using figure 3-2), CALCULATE VELOCITY  
Given ground slope =  $\pm 5.6\%$   
GROUND COVER TYPE = Between short grass/  
pasture & NEARLY BARE GROUND

FLOW VELOCITY =  $\pm 2$  ft/sec

$$T_c = \left( \frac{900 \text{ ft}}{2 \text{ ft/sec}} \right) \left( \frac{1 \text{ min}}{60 \text{ sec}} \right) = 7.5 \text{ minutes}$$

Use Higher Intensity of 10 min. Storm

Intensity (FROM UTAH LAKE LEHI TABLE)

$$I_{10} = 0.31 \text{ inches/Hour}$$

$$Q = CIA = (0.2)(0.31)(1.5) = 0.093 \text{ cfs}$$

USE min. Flow = 0.1 cfs

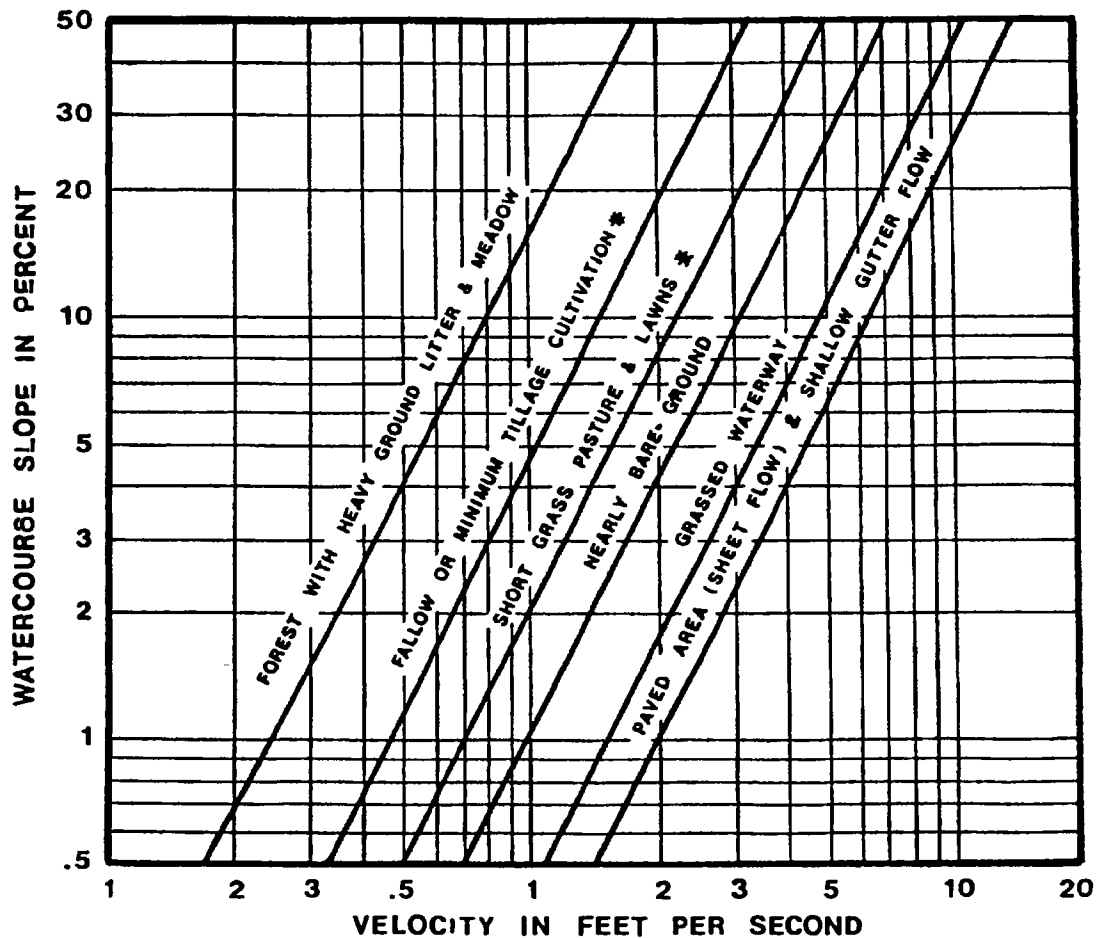


FIGURE 3-2. ESTIMATE OF AVERAGE FLOW VELOCITY FOR  
USE WITH THE RATIONAL FORMULA

\* MOST FREQUENTLY OCCURRING "UNDEVELOPED"  
LAND SURFACES IN THE DENVER REGION

REFERENCE "Urban Hydrology For Small Watersheds" Technical  
Release No 55 USOA, SCS Jan 1975



**UTAH STATE UNIVERSITY**  
Logan, Utah

**ESTIMATED RETURN PERIODS FOR  
SHORT-DURATION PRECIPITATION IN UTAH**

Station Utah Lake Lehi      Elevation 4497  
Latitude 40° 22'      Longitude 111° 54'

**D U R A T I O N**

RETURN PERIOD  
(years)

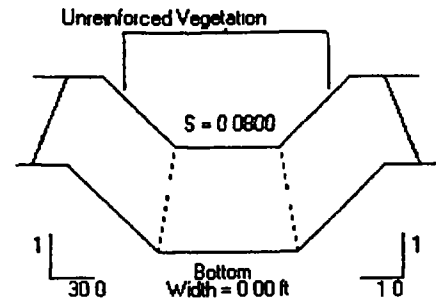
	5 Min	10 Min	15 Min	30 Min	1 Hr	2 Hr	3 Hr	6 Hr	12 Hr	24 Hr
1	.09	.14	.17	.24	.30	.35	.39	.51	.61	.72
2	.11	.18	.22	.31	.39	.46	.53	.69	.84	.99
5	.15	.24	.30	.42	.53	.63	.73	.97	1.19	1.41
10	.17	.27	.34	.47	.59	.72	.84	1.14	1.41	1.69
25	.20	.31	.39	.55	.69	.85	1.01	1.39	1.73	2.09
50	.23	.36	.45	.62	.79	.97	1.15	1.59	1.98	2.39
100	.26	.40	.51	.70	.89	1.10	1.30	1.79	2.23	2.69



North American Green Erosion Control Materials Design Software Ver 4.11 Channel 1/14/200 09:26 AM COMPUTED BY bak  
 PROJECT NAME Peck Rock Landfill Site A PROJECT NO 03135 00  
 FROM STATION/REACH TO STATION/REACH DRAINAGE AREA 1.5 Acres DESIGN FREQUENCY 25-Year

### HYDRAULIC RESULTS

Discharge (cfs)	Peak Flow Period (hrs)	Velocity (fps)	Area (sq.ft)	Hydraulic Radius (ft)	Normal Depth (ft)
0.1	12.0	0.17	0.57	0.09	0.19



### BEND RESULTS

Bend Radius (ft)	Length Protection (ft)	Super Elevation Depth (ft)
1000.0	0.1	0.2

### LINER RESULTS

Reach	Material Type	Phase	Veg. Type	Soil Type	Manning's n	Permissible Shear Stress (psf)	Calculated Shear Stress (psf)	Safety Factor	Remarks
	Staple Pattern	Class	Veg. Density						
Straight	Unreinforced		Mw		0.500	3.33	0.96	3.47	STABLE
		D	<50%	Clay Loam		0.050	0.001	86.38	STABLE
Bend	Unreinforced		Mw		0.500	3.33	0.95	3.47	STABLE
		D	<50%	Clay Loam		0.050	0.001	86.38	STABLE

# APPENDIX B

,

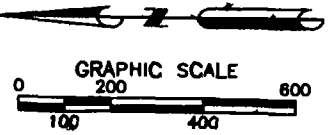
,

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—

LANDFILL SITE B



AREA= 13 ACRES  
AVERAGE SLOPE= 8.6%

AREA= 30 ACRES  
AVERAGE SLOPE= 8.6%

3500'

Open Pit  
Mine

512d

LEGEND

- ..... EXISTING 30" HIGH DRAINAGE BERM TO REMAIN
- EXISTING 3'-6" HIGH DRAINAGE BERM TO REMAIN
- PROPOSED 30" MIN HEIGHT DRAINAGE BERM TO BE CONSTRUCTED

# CIVIL SCIENCE

ENGINEERS - SURVEYORS - PLANNERS - SCIENTISTS

CLIENT PECK ROCK PRODUCTS JOB NO. \_\_\_\_\_  
PROJECT PROPOSED LANDFILL SITE B  
MADE BY BAK DATE 1-13-04 (NORTHERN DRAINAGE)  
CHECKED BY \_\_\_\_\_ DATE \_\_\_\_\_ SHEET \_\_\_\_\_ OF \_\_\_\_\_

PROPOSED LANDFILL SITE B - SOUTHERN PIT  
\* NORTHERN DRAINAGE \*

\* CALCULATE ANTICIPATED 25-YEAR STORM FLOW

GIVEN: DRAINAGE AREA = 13 ACRES  
AVERAGE EXISTING GROUND SLOPE = 8.6%  
AVERAGE "C" FACTOR = 0.2

FLOW CALCULATION  $Q = CIA$

TO OBTAIN  $I$ , CALCULATE  $T_c$

$T_c$  (USING FIGURE 3-2), CALCULATE VELOCITY  
GIVEN GROUND SLOPE = 8.6%  
GIVEN GROUND COVER = BETWEEN SHORT GRASS  
PASTURE & NEARLY BARE GROUND

FLOW VELOCITY = 2.5 ft/sec

$$T_c = \left( \frac{2650'}{2.5 \frac{\text{ft}}{\text{sec}}} \right) \left( \frac{1 \text{ min.}}{60 \text{ sec.}} \right) = 17.66 \text{ min}$$

USE HIGHER  $T_c$  VALUE OF 20 min.

$I$  (INTENSITY) - FROM UTAH LAKE LEHI TABLE

$$I_{20} = 0.44 \text{ in/hr}$$

$$\text{Flow} = Q = CIA = (0.20)(0.44)(13) = 1.14$$

USE MIN. FLOW OF 1.2 cfs

PROPOSED LANDFILL SITE B - SOUTHERN PIT  
\* SOUTHERN DRAINAGE \*

\* CALCULATE ANTICIPATED 25-YEAR STORM FLOWS

GIVEN: DRAINAGE AREA = 30 ACRES  
AVERAGE EXIST GROUND SLOPE = 8.6 %  
AVERAGE "C" FACTOR = 0.2

FLOW CALCULATION  $Q = CIA$

TO OBTAIN  $I$ , CALCULATE  $T_c$

$T_c$  (USING FIGURE 3-2) CALCULATE VELOCITY  
GIVEN GROUND SLOPE = 8.6 %  
GIVEN GROUND COVER = BETWEEN SHORT GRASS/  
PASTURE & NEARLY BARE GROUND.

FLOW VELOCITY =  $\pm 2.5$  ft/sec

$$T_c = \left( \frac{3500'}{2.5'/\text{SEC}} \right) \left( \frac{1 \text{ MIN}}{60 \text{ SEC}} \right) = 23.33 \text{ min}$$

USE HIGHER INTENSITY OF 30 min. STORM

INTENSITY ( $I$ ) - from UTAH LAKE LEHI TABLE

$$I_{30} = 0.55 \text{ in/hr}$$

$$\text{FLOW} = Q = CIA = (0.20)(0.55)(30) = 3.3 \text{ cfs}$$

USE MIN. FLOW OF 3.30 cfs

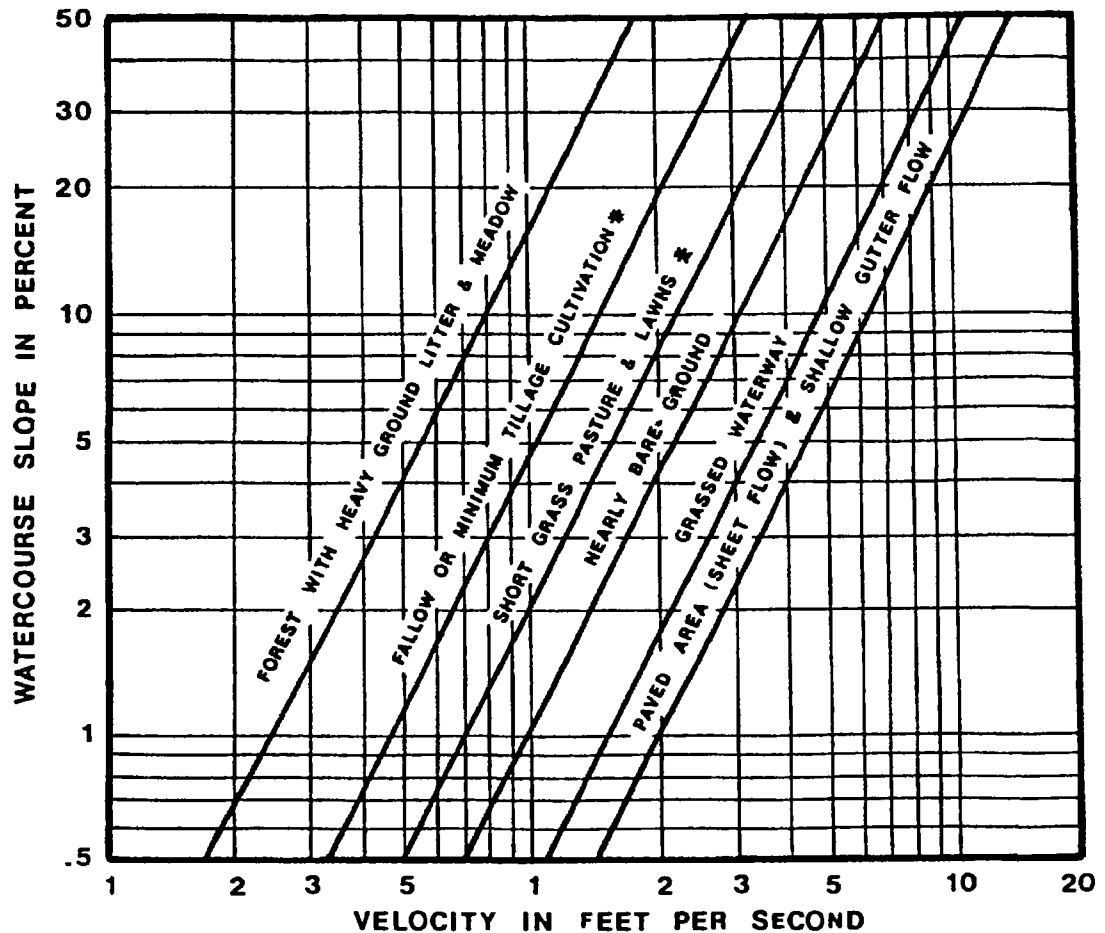


FIGURE 3-2 ESTIMATE OF AVERAGE FLOW VELOCITY FOR  
USE WITH THE RATIONAL FORMULA

\* MOST FREQUENTLY OCCURRING "UNDEVELOPED"  
LAND SURFACES IN THE DENVER REGION

REFERENCE "Urban Hydrology For Small Watersheds" Technical  
Release No 55, USOA, SCS Jan 1975



**UTAH STATE UNIVERSITY**  
Logan, Utah

**ESTIMATED RETURN PERIODS FOR  
SHORT-DURATION PRECIPITATION IN UTAH**

Station. Utah Lake Lehi  
Latitude: 40° 22'

Elevation. 4497  
Longitude 111° 54'

**D U R A T I O N**

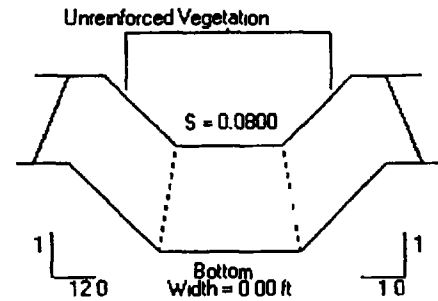
**RETURN PERIOD  
(years)**

	5 Min	10 Min	15 Min	30 Min	1 Hr	2 Hr	3 Hr	6 Hr	12 Hr	24 Hr
1	.09	.14	.17	.24	.30	.35	.39	.51	.61	.72
2	.11	.18	.22	.31	.39	.46	.53	.69	.84	.99
5	.15	.24	.30	.42	.53	.63	.73	.97	1.19	1.41
10	.17	.27	.34	.47	.59	.72	.84	1.14	1.41	1.59
25	.20	.31	.39	.55	.69	.85	1.01	1.39	1.73	2.09
50	.23	.36	.45	.62	.79	.97	1.15	1.59	1.98	2.39
100	.26	.40	.51	.70	.89	1.10	1.30	1.79	2.23	2.69

North American Green Erosion Control Materials Design Software Ver 4.11 Channel 1/14/200 00:59 AM COMPUTED BY bak  
 PROJECT NAME Peck Rock Landfill Site B PROJECT NO 03135.00  
 FROM STATION/REACH North TO STATION/REACH DRAINAGE AREA 13 Acres DESIGN FREQUENCY 25 Year

#### HYDRAULIC RESULTS

Discharge (cfs)	Peak Flow Period (hrs)	Velocity (fps)	Area (sq.ft)	Hydraulic Radius (ft)	Normal Depth (ft)
1.2	12.0	0.40	3.00	0.33	0.68



#### BEND RESULTS

Bend Radius (ft)	Length Protection (ft)	Super Elevation Depth (ft)
1000.0	0.3	0.7

#### UNER RESULTS

Not to Scale

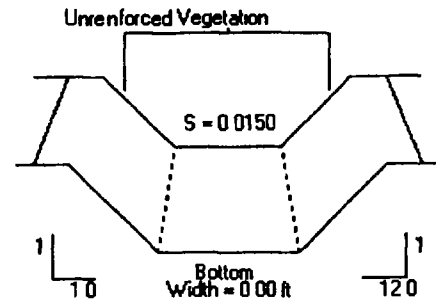
Reach	Material Type	Phase	Veg Type	Soil Type	Mannings n	Permissible Shear Stress (psf)	Calculated Shear Stress (psf)	Safety Factor	Remarks
Straight	Unreinforced		Mix		0.500	3.33	3.39	0.98	UNSTABLE
		D	<50%	Clay Loam		0.050	0.002	24.43	STABLE
Bend	Unreinforced		Mix		0.500	3.33	3.39	0.98	UNSTABLE
		D	<50%	Clay Loam		0.050	0.002	24.43	STABLE



North American Green Erosion Control Materials Design Software Ver 4.11 Channel 11/14/200 10:00 AM COMPUTED BY bak  
 PROJECT NAME Peck Rock Landfill Site B PROJECT NO 03135.00  
 FROM STATION/REACH South TO STATION/REACH DRAINAGE AREA 30 Acres DESIGN FREQUENCY 25-Year

#### HYDRAULIC RESULTS

Discharge (cfs)	Peak Flow Period (hrs)	Velocity (fps)	Area (sq.ft)	Hydraulic Radius (ft)	Normal Depth (ft)
3.3	12.0	0.27	12.00	0.66	1.36



#### BEND RESULTS

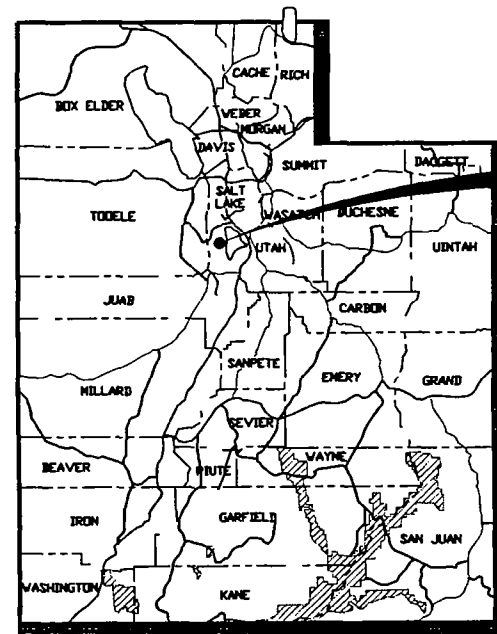
Bend Radius (ft)	Length Protection (ft)	Super Elevation Depth (ft)
1000.0	0.7	1.4

#### UNER RESULTS

Not to Scale

Reach	Material Type	Phase	Veg. Type	Soil Type	Manning's n	Permissible Shear Stress (psf)	Calculated Shear Stress (psf)	Safety Factor	Remarks
Straight	Unreinforced		Mix		0.500	3.33	1.27	2.62	STABLE
		D	<50%	Clay Loam		0.050	0.001	65.14	STABLE
Bend	Unreinforced		Mix		0.500	3.33	1.27	2.62	STABLE
		D	<50%	Clay Loam		0.050	0.001	65.14	STABLE

# PECK ROCK CLASS VI LANDFILL PERMIT DRAWINGS



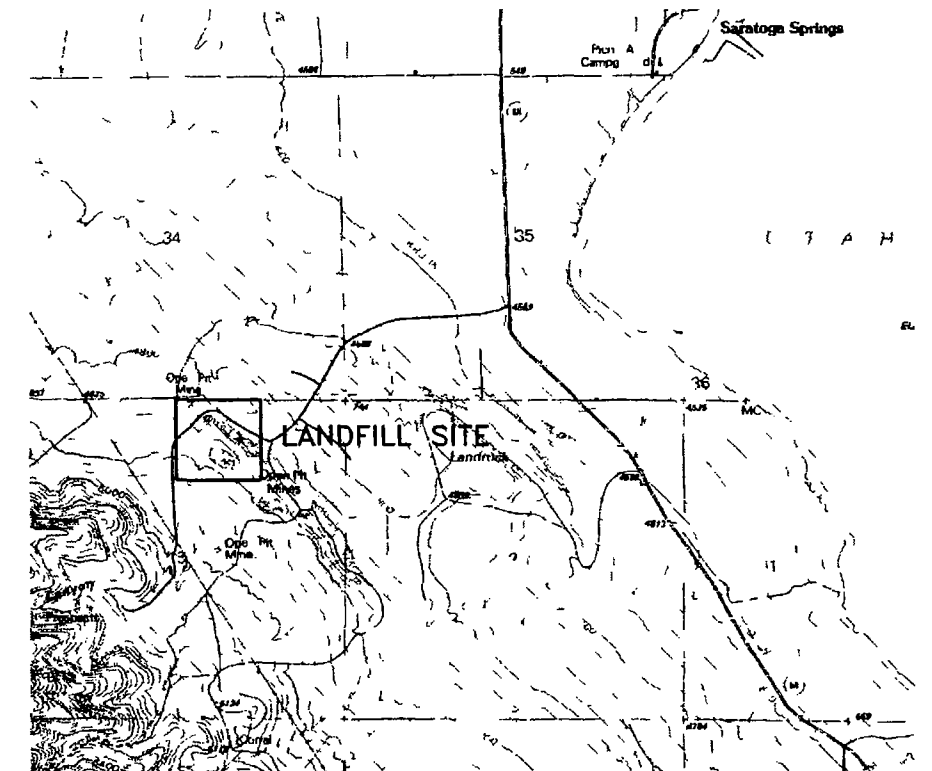
LOCATION MAP

PROJECT LOCATION

## SHEET INDEX

- 1 COVER SHEET
- 2 SITE VICINITY MAP WITH WELL LOCATIONS
- 3 SITE MAP - LANDFILL SITE
- 4 CROSS SECTIONS - LANDFILL SITE
- 5 MISCELLANEOUS DETAILS

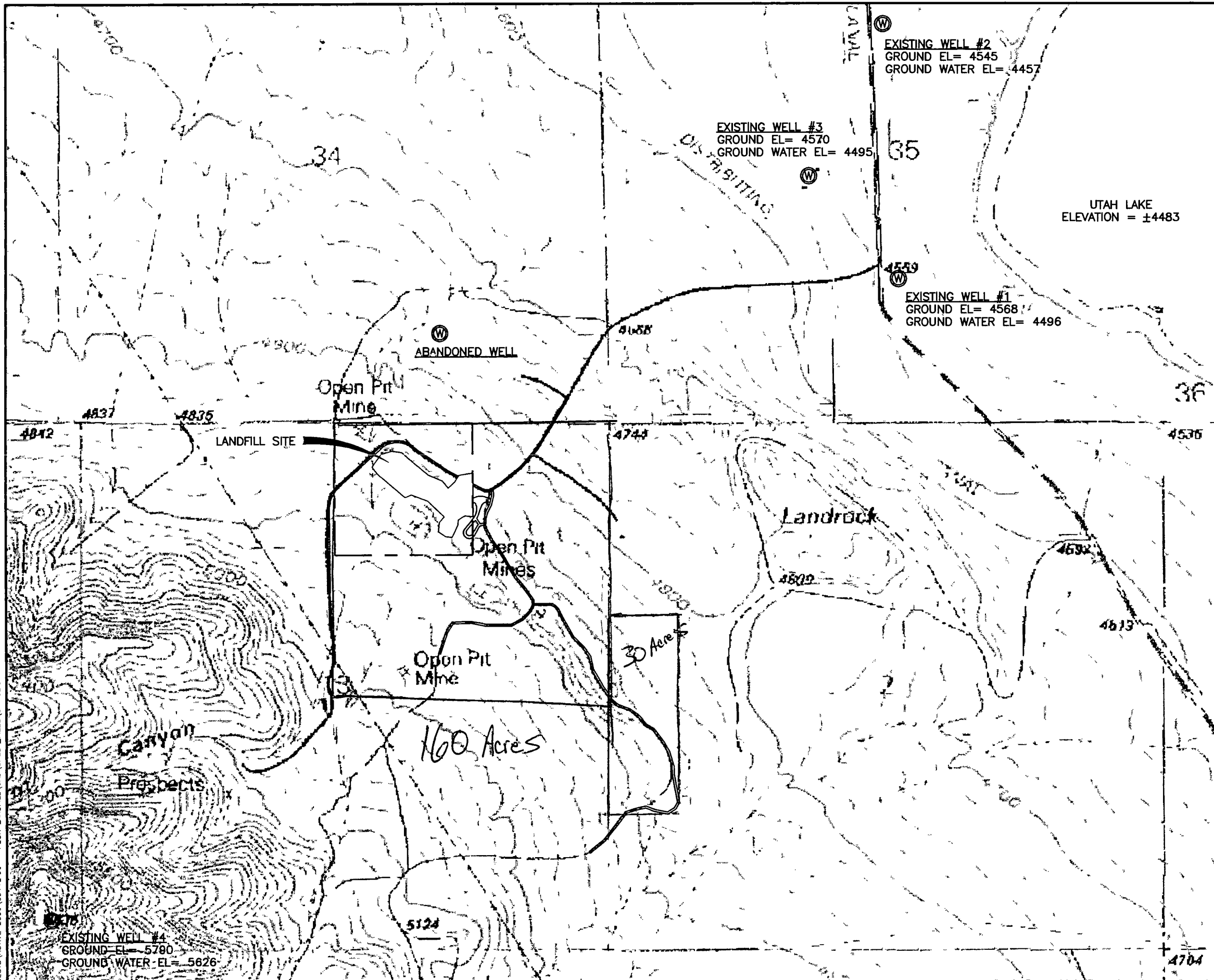
FEBRUARY 2009



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PATH: L:\UTAH\PROJECTS\ACTIVE 2009\09112 00 - PECK LANDFILL\CAO\SHEET FILES\SH-02.DWG



PROJECT DESCRIPTION

LANDFILL SITE

ENCOMPASSING THE NORTHWEST 1/4 OF THE NORTH  
EAST 1/4 OF SECTION 3 TOWNSHIP 6 SOUTH  
RANGE 1 WEST SALT LAKE BASE & MERIDIAN

				DRAWN JW	DATE
				CHECKED AK	DATE
				PROJECT ENGINEER	DATE
				APPROVED AK	DATE
NO.	REVISIONS	BY	DATE	PROJECT MANAGER	DATE

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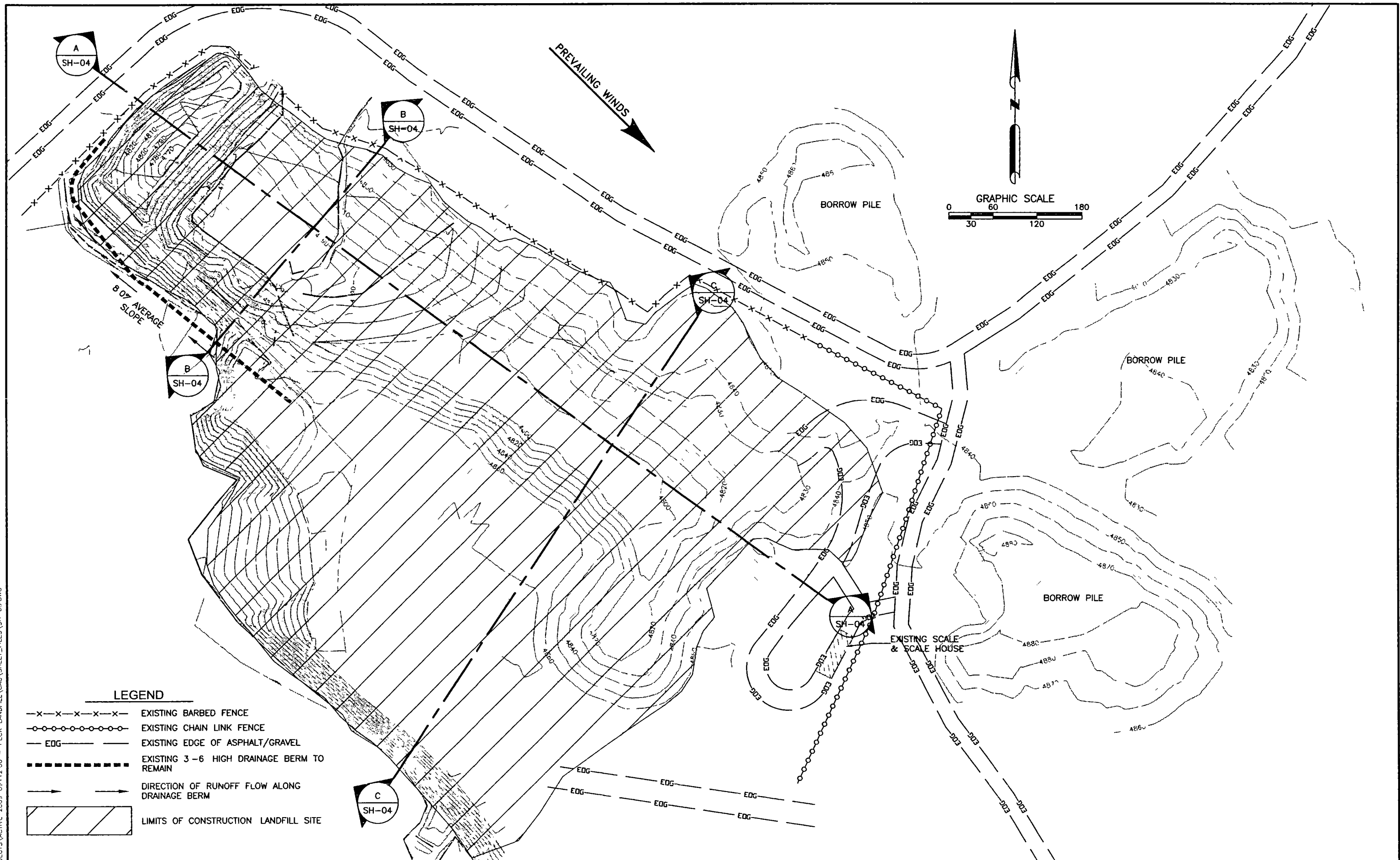
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PECK ROCK CLASS VI LANDFILL

SITE VICINITY MAP WITH WELL LOCATIONS

PROJECT NO	09112 00
SHEET NO	2 OF 5
FILE NAME	SH-02
SCALE	AS SHOWN

SAVED BY Jw 2/15/2009 2:50:23 PM PLOTTED Jw 2/19/2009 2:56:53 PM  
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REVISIONS			
NO.	REVISIONS	BY	DATE

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CHECKED AK	DATE
PROJECT ENGINEER	
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PROJECT MANAGER	

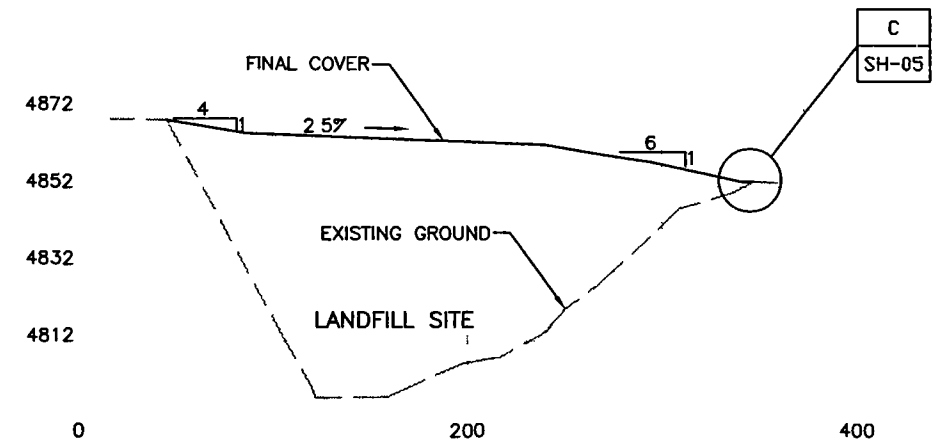
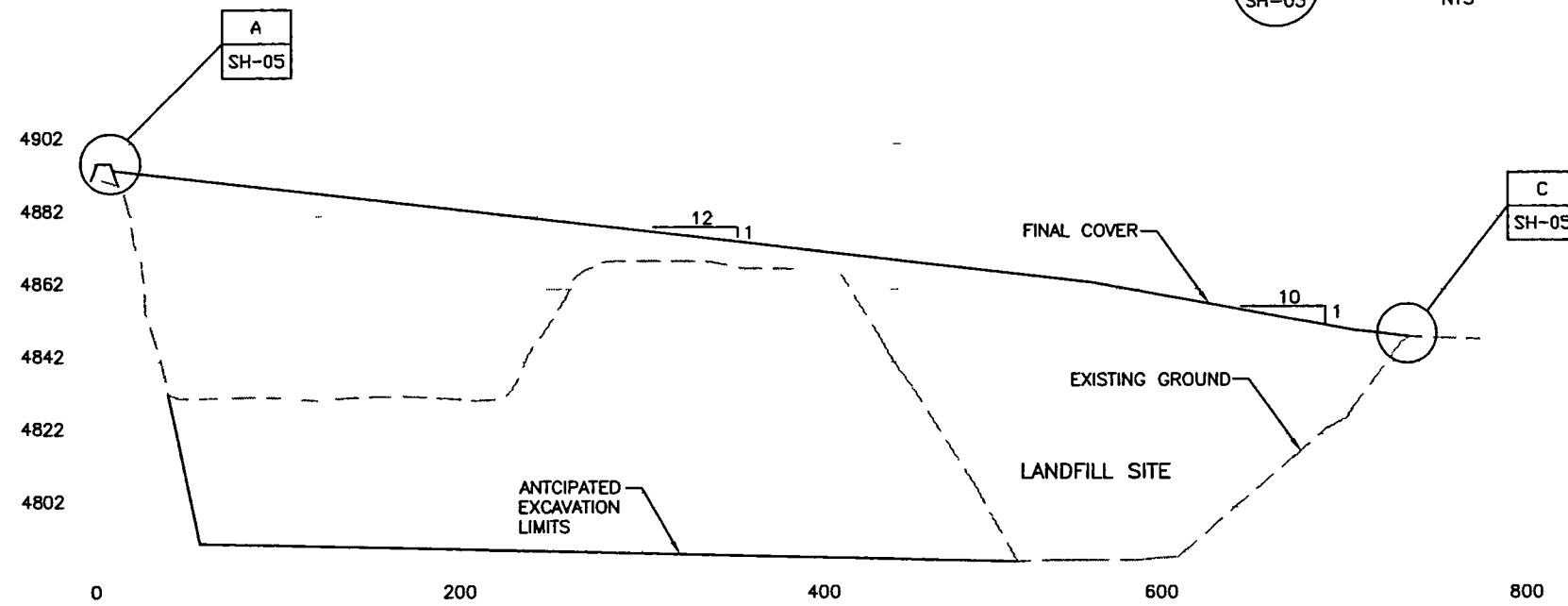
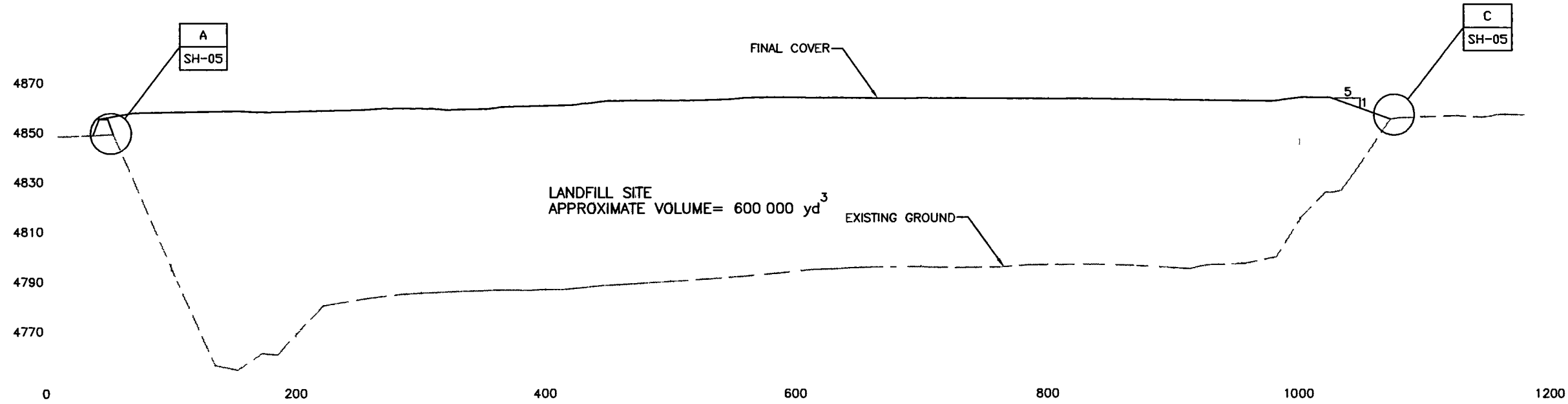

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PROJECT NO 09112 00	
SHEET NO 3 OF 5	
FILE NAME SH-03	
SCALE AS SHOWN	

PECK ROCK CLASS VI LANDFILL	
SITE MAP - LANDFILL SITE	

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				PROJECT ENGINEER	DATE
				APPROVED AK	DATE
				PROJECT MANAGER	DATE

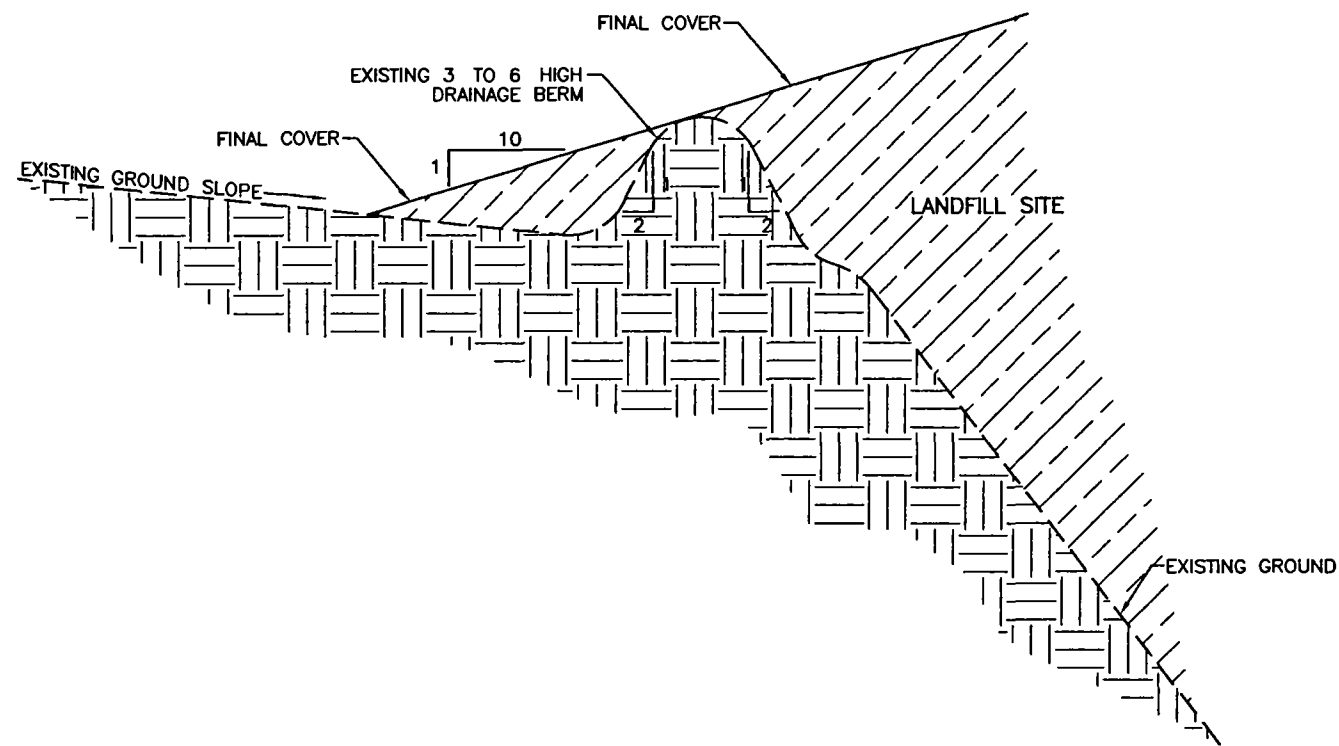
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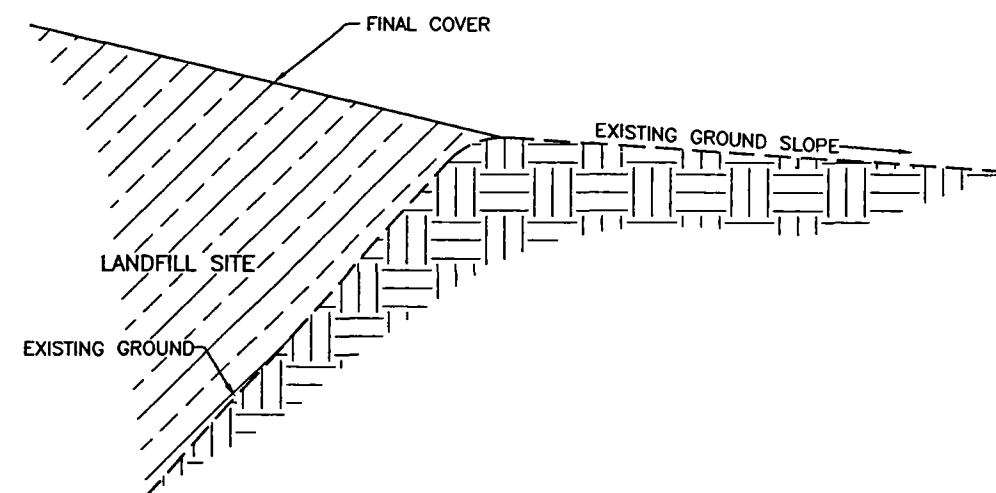
**PECK ROCK CLASS VI LANDFILL**

**CROSS SECTIONS - LANDFILL SITE**

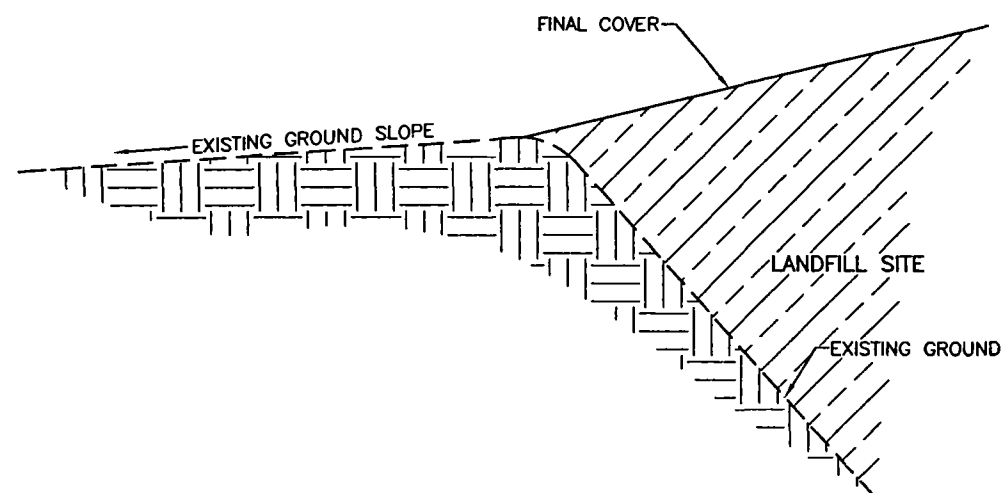
PROJECT NO  
09112 00  
SHEET NO  
4 OF 5  
FILE NAME  
SH-04  
SCALE  
AS SHOWN



**A** STORM WATER DRAINAGE DITCH DETAIL  
NTS



**C** COVER TIE-IN TO EXISTING GROUND  
NTS



**B** COVER TIE-IN TO EXISTING GROUND  
NTS

NO.	REVISIONS	BY	DATE	DRAWN <u>JW</u>	DATE
				CHECKED <u>AK</u>	DATE
				PROJECT ENGINEER	
				APPROVED <u>AK</u>	DATE
				PROJECT MANAGER	

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**PECK ROCK CLASS VI LANDFILL**  
**MISCELLANEOUS DETAILS**

PROJECT NO  
**09112 00**  
SHEET NO  
**5 OF 5**  
FILL NAME SCALE  
SH-05 AS SHOWN